

**Guideline on the implementation of the
Maritime Labour Act
on board of German flagged ships
(Guideline Maritime Labour Act)**



**Dienststelle Schiffssicherheit
BG Verkehr**

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Maritime Labour Act on board of German
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(Guideline Maritime Labour Act)**



Content

Abbreviations / Legend

Declaration of the Dienststelle Schiffssicherheit on the implementation of the Maritime Labour Convention and the Work in Fishing Convention in Germany

1.	Preamble	1
1.1	Purpose of this guideline and instructions for use	1
1.2	Scope of the Maritime Labour Act	2
1.3	Definitions provided in the Maritime Labour Act	6
2.	Inspection and certification of the maritime labour conditions	7
2.1	Fundamental Principles	7
2.2	Maritime Labour Certificate, Declaration of Maritime Labour Compliance and Fishing Labour Certificate	11
2.3	Inspections	16
2.4	Inspection process	20
2.5	Documentation	23
2.6	Treatment of complaints	26
3.	The individual requirements	27
3.1	Minimum age (Regulation 1.1)	29
3.2	Medical certificate (Regulation 1.2)	32
3.3	Training and qualification (Regulation 1.3)	34
3.4	Recruitment and placement (Regulation 1.4)	36
3.5	Seafarer's employment agreements (Regulation 2.1)	38
3.6	Wages (Regulation 2.2)	46
3.7	Hours of work and hours of rest (Regulation 2.3)	49
3.8	Entitlement to leave (Regulation 2.4)	56
3.9	Repatriation (Regulation 2.5)	59
3.10	Manning levels (Regulation 2.7)	62
3.11	Accommodation and recreational facilities (Regulation 3.1)	63
3.12	Food and catering (Regulation 3.2)	65
3.13	Medical care on board ship and ashore (Regulation 4.1)	69
3.14	Shipowners' liability (Regulation 4.2)	73
3.15	Health and safety protection and accident prevention (Regulation 4.3)	76
3.16	Social Security (Regulation 4.5)	83
3.17	On-board complaint procedures (Regulation 5.1.5)	85
4.	Annexes	
1.	Model of a seafarer's employment agreement	
2.	Summary of verification of hours of work and rest	
3.	Trading area according to state of medical knowledge (without fishery)	
4.	Trading area according to state of medical knowledge (only for fishing vessels)	

List of abbreviations

ArbSchG	Labour Protection Act
ASiG	Occupational Safety Act
BetrSichV	Ordinance on Industrial Safety and Health
BGB	German Civil Code
BG Verkehr	Berufsgenossenschaft für Transport und Verkehrswirtschaft
DGUV	German Social Accident Insurance
EntgFG	Act on Continued Remuneration During Illness
LärmVibrationsArbSchV	Noise and Vibration at Work Regulations
FlaggRG	German Flag Act
GefStoffV	Ordinance on Hazardous Substances
ILO 188	Work in Fishing Convention
MLC	Maritime Labour Convention
Offshore-ArbZV	Offshore-Working Hours Ordinance
PSC	Port State Control
SchBesV	Safe Manning Regulations
SeeArbG	Maritime Labour Act
See-ArbZNV	Ordinance on the working organization and working time records in maritime shipping
SeeUnterkunftsV	Ordinance on Accommodation in Maritime Shipping
SeeArbÜV	Ordinance on Maritime Labour Inspections
TzBfG	Act on Part-time and Fixed-Term Employment
TrinkwV	Drinking Water Ordinance

Legend



Important note



Model



Documents to review

Declaration of the Dienststelle Schiffssicherheit on the implementation of the Maritime Labour Convention and the Work in Fishing Convention in Germany

The implementation of the Maritime Labour Convention (MLC, 2006) and the Work in Fishing Convention, 2007 (ILO-Convention No. 188) in national legislation was especially effected by entry into force of the Seearbeitsgesetz (Maritime Labour Act) and the regulations issued on this basis.

According to § 129 Maritime Labour Act the Dienststelle Schiffssicherheit of the Berufsgenossenschaft Verkehrswirtschaft Post-Logistik Telekommunikation (BG Verkehr) monitors if ships that sail under German flag are compliant with national regulations concerning the implementation of the Maritime Labour Convention.

The Dienststelle Schiffssicherheit of the BG Verkehr has established a documented system for the inspection and certification of the maritime labour conditions.

The system ensures that:

- the working and living conditions for seafarers on board of German flagged ships are compliant with the standards of the Maritime Labour Convention and the Work in Fishing Convention,
- the measures laid down in the Declaration of Maritime Labour Compliance will be followed to comply with the national requirements and
- ships in international voyage with a gross tonnage of 500 tons or more are holding a valid Maritime Labour Certificate and a Declaration of Maritime Labour Compliance,
- fishing vessels, remaining at sea for more than three days and which are of a length of 24 meters or more, or which are regularly deployed at a distance of more than 200 nautical miles from the coastline or beyond the outer rim of the continental shelf are certified with a valid Fishing Labour Certificate.

To achieve the objectives, the inspections of seafarers' working and living conditions are carried out periodically. The inspection and implementation of the requirements of the Maritime Labour Convention will be ensured by the following consistent principles:

- All verifications will be carried out according to the guidelines on the implementation of the Maritime Labour Convention on board of German flagged ships.
- The Dienststelle Schiffssicherheit has a sufficient number of qualified inspectors available to fulfil its tasks.
- The inspectors have the necessary education, training and competence to carry out inspections of the Maritime Labour conditions in an adequate manner, independent and with the necessary knowledge and expertise.
- To maintain the qualification, the inspectors will be regularly qualified and trained.
- Complaints will be handled confidentially and will be analysed immediately according to documented complaints-procedures.
- Inspectors will not be assigned with tasks, which might influence the effective and independent inspection.
- Recognized Organizations (ROs) have to fulfil mandatory requirements concerning qualification and independence, which will be determined in a validation process.
- Due to the system for inspection and certification it is ensured, that the verification work carried out by the RO is sufficient and meets the requirements of the Maritime Labour Convention.

- The Dienststelle Schiffssicherheit operates a data-information system, which ensures that inspection time frames and the certification periods will be observed.
- The Dienststelle Schiffssicherheit keeps records about all inspections of the Maritime Labour Conditions, which are submitted by the inspectors.
- Information about the inspection activity will be published in an annual report.
- The procedures describing the system for the inspection and certification of the Maritime Labour Conditions are part of the quality management system of the Dienststelle Schiffssicherheit and are subject to periodical internal and external evaluations.

Dienststelle Schiffssicherheit of BG Verkehr

1. Preamble

1.1 Purpose of this guideline and instructions for use

This guideline contains further information concerning the implementation and enforcement of the Maritime Labour Convention and the Work in Fishing Convention (ILO 188) by the German Flag State for ships flying the German flag. Content and structure follows the *ILO- Guidelines for "Flag State Inspections under the Maritime Labour Convention, 2006"* and "Flag State inspection of working and living conditions on board fishing vessels".



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The guideline, designed as a practical guide, provides information in particular for:

- Inspectors verifying the Maritime Labour Conditions on board,
- Companies implementing the Maritime Labour Act on board their ships,
- Companies when issuing Part II of the Maritime Labour Convention.

Chapter 2 „*Inspection and certification of the Maritime Labour Conditions clarifies*“ how the inspection and certification of the ships concerned is carried out in Germany.

Chapter 3 „*The particular requirements specifies*“ the individual requirements which are subject of every inspection. Samples of the documents to which reference is made are found in the appendix of the guideline or are published on the homepage www.deutsche-flagge.de.



The explanations of the requirements are only extracts of legal norms which are applicable, for example the Maritime Labour Act. Therefore, it shall be emphasized that only the respective laws and regulations in complete version are binding.

1.2 Scope of the Maritime Labour Act

In Germany the Maritime Labour Act lays down the scope of the Maritime Labour Convention and the Work in Fishing Convention.

Ships

The Maritime Labour Act applies to all merchant vessels (ships) flying the German flag according to the German Flag Act. Merchant vessels in this context are commercially operated ships whose owners are German or nationals of an EU member state. [cf. § 1 (1) SeeArbG; §§ 1,2 FIRG]



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Commercial used pleasure crafts with a length of less than 24 meters with not more than 2 persons employed on board, traditional vessels and ships, which do not leave or does not intend to leave waterways of Zone 1 and 2 under Annex I of the Inland Waterway Vessels Investigation Act, are excluded from the application of the Maritime Labour Act.

Seafarers

Seafarer means any person working on board a ship regardless whether they are employed by the shipowner or another person or if they are self-employed persons, including persons employed for their vocational training (crew members). [cf. § 3 (1) SeeArbG]



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The following persons are not crew members:

1. Pilots and persons authorized by the Federal Republic of Germany, by a federal state or by another public corporation to carry out inspections on board,
2. persons of a shipyard or equipment manufacturer carrying out guarantee work or other necessary work or for introducing the crew, work on board ship as a rule not more than 96 hours,
3. persons carrying out repair work which may not be postponed and maintenance work which may not be carried out or is not permitted to be carried out by crew members themselves, performing work on board as a rule not more than 96 hours,
4. company inspectors and cargo inspectors, on the basis of voyage planning, being on board not longer than 72,
5. artists for entertaining passengers carrying out work on board not more than 72 hours,
6. scientists, temporarily carrying out work on board ships,
7. persons staying on board the ship for carrying out from it specific works for construction, modification and operation of structures, artificial islands and other offshore installations,
8. students attending an educational institution under federal state legislative provisions, who need practical training and seagoing service on a ship,
9. school students completing a practical training on board according to federal state legislative provisions,
10. school students receiving insight into the seafarer's job but not working on board arranged by German Shipowner Federation (Verband Deutscher Reeder) based on a contract during their holidays,
11. helmsmen on the Kiel Canal, and
12. personnel of private security companies approved in accordance with the trade regulations (Gewerbeordnung).

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Despite the exemption from the term crew member the provisions of the Maritime Labour Act apply to the above mentioned groups of persons as follows: [cf. § 3 (4) SeeArbG]

	1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.
Minimum age (§ 10 SeeArbG)	X	X	X	X	X	X	X	X	X	X	X	X
Organization on board (§§ 120 -126 SeeArbG)	X	X	X	X	X	X	X	X	X	X	X	X
Medical fitness (§§ 11 - 20 SeeArbG)								X	X	X	X	X
Work and rest hours (§§ 42 -55 SeeArbG)								X	X	X		
Repatriation (§§ 73 - 80 SeeArbG)								X	X	X		
Accommodation and recreational facilities (§§ 93 - 96 SeeArbG)								X	X	X		
Food and Catering (§§ 97, 98 SeeArbG)								X	X	X		
Medical and social care (§§ 99 - 113 SeeArbG)								X	X	X		
Special protection of young seafarers (§§ 117,118 SeeArbG)								X	X	X		
Right of complaint and complaint procedure (§§ 127, 128 SeeArbG)								X	X	X		
Instruction about occupa- tional safety and health regulations (§ 3 (4) SeeArbG)						X	X	X	X	X		X
Safety familiarization training (§23 SeeArbG)						X	X	X	X	X		X
Service obligation (§ 32 SeeArbG)											X	
Prevention of hazards to the ship (§36 SeeArbG)											X	

The Dienststelle Schiffssicherheit may permit that persons mentioned under number 2 and 3 may work on board longer than 96 hours without being a crew member. The permission is bound to the following conditions: [cf. § 3 (3) SeeArbG]

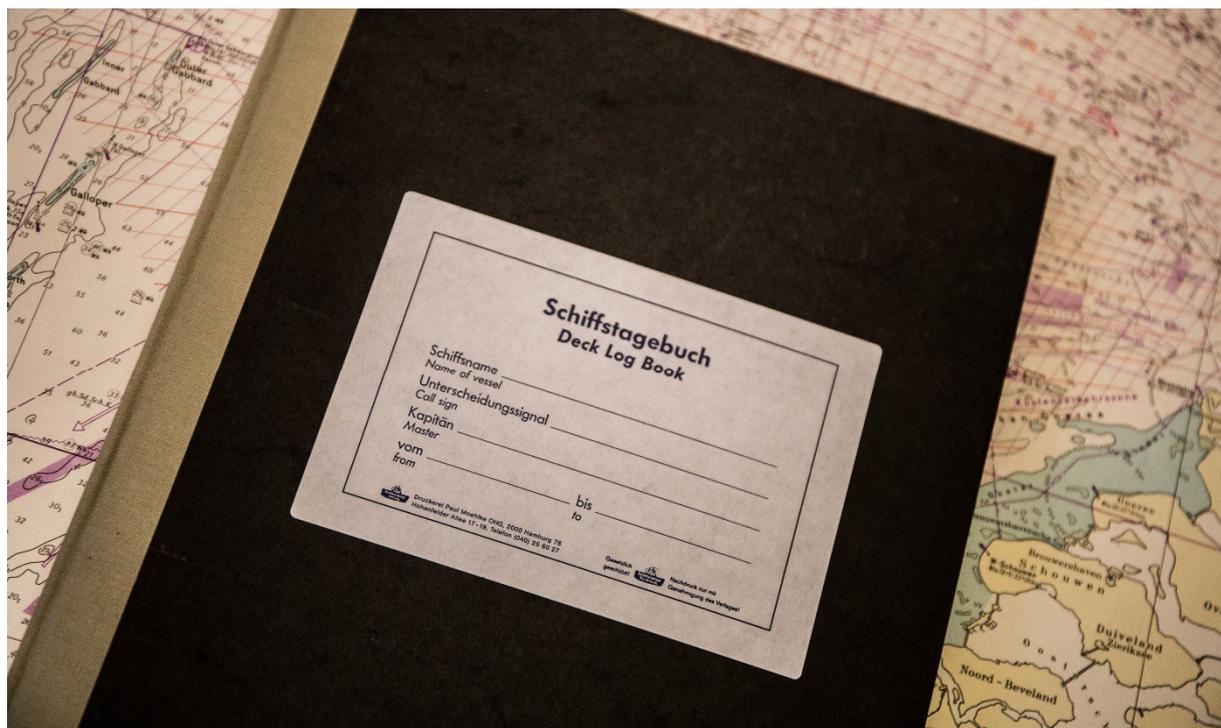
- The permission applies to a designated person only.
- The work takes place on a specified voyage.
- The work is necessary for a certain task which is not part of the normal ships routine and cannot be carried out by the crew itself.
- The intended assignment takes no longer than 3 weeks.



A copy of the permission must be carried on board the ship.

School students stated in number 10 have to be insured against accidents by the shipowner.

The name of the persons which are not crew members or passengers, the purpose as well as the beginning and end of their stay on board have to be recorded in the ships' log book. [cf. § 3 (5) SeeArbG]



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1.3 Definitions provided in the Maritime Labour Act

Young crew members are crew members under the age of eighteen. [cf. § 7 SeeArbG]

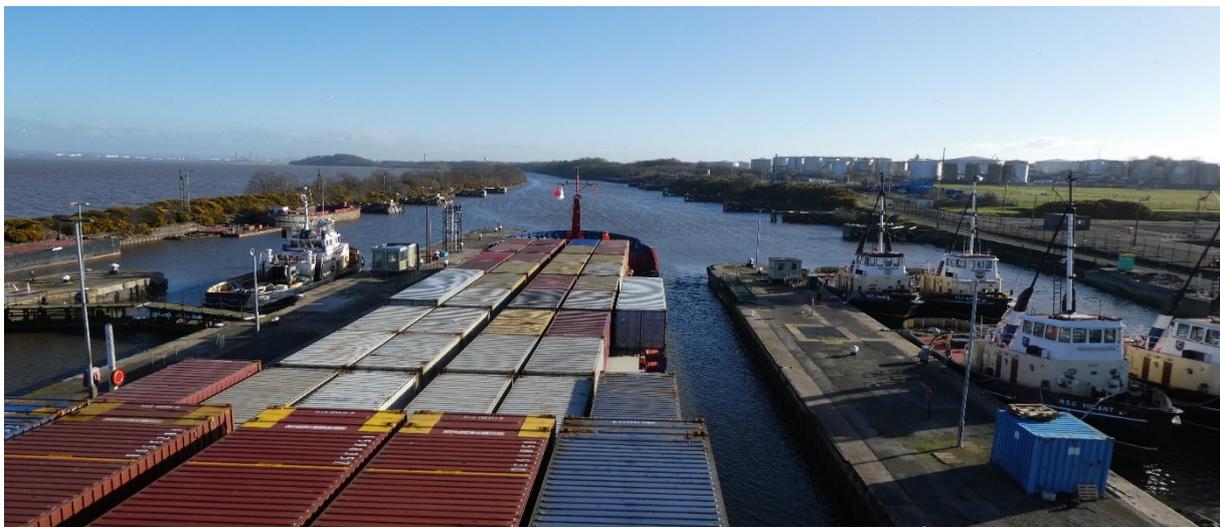
Shipowner is the owner of the ship or the person or organization, who has assumed the responsibility for the operation of the ship from the owner and who takes over the duties of the shipowner according to the Maritime Labour Act/ Maritime Labour Convention. [cf. § 4 (1) SeeArbG]

Other employer; If the shipowner is not the employer of the seafarer the duties according to the Maritime Labour Act/ Maritime Labour Convention apply to the other employer, too. The shipowner retains overall responsibility especially in cases when the other employer offends his obligations. [cf. § 4 (2) SeeArbG]

Hours of work means time during which the crew member is required to do work. [cf. § 2 (6) SeeArbG]

Hours of rest means time outside hours of work, this term does not include short breaks (rest periods) according to § 45 (2) and § 53 (5) SeeArbG. [cf. § 2 No.7 SeeArbG]

Holidays are in Germany the public holidays at the place where the ship is moored or at anchor, abroad and at sea the public holidays of the ships' port of registry. [cf. § 2 No. 8 SeeArbG]



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2. Inspection and certification of the maritime labour conditions

2.1 Fundamental principles

According to the Maritime Labour Convention all ships have to be inspected regularly by the Flag State to verify compliance of the working and living conditions as laid down in national rules and regulations. An exception is the group of fishing vessels which are not obliged to carry a Fishing Labour Certificate. On these vessels, conditional verifications of the working and living conditions may be carried out in exceptional circumstances. The inspection and certification process described in the following ensures that the requirements of the Maritime Labour Convention are fulfilled and enforced.



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In particular, the following working and living conditions have to be inspected on board ships:
[cf. § 129 (1) SeeArbG]

1. Minimum age
2. Medical fitness
3. Manning levels of the ship, crew list, qualifications
4. Recruitment service
5. Conditions of employment including hours of work and hours of rest as well as financial security to cover cases of abandonment
6. Accommodation and recreational facilities
7. Food and Catering
8. Safety and health at work, medical and social care including compensation in the event of occupational injuries or illnesses
9. Organization on board and complaint procedure

These items are part of every inspection. The inspections are not limited to the above mentioned items; compliance of all working and living conditions will be inspected on board.

Who will be inspected and certified?

All ships covered by the Maritime Labour Act are subject to inspections by the Dienststelle Schiffssicherheit. A distinction is made between certified and non-certified ships.

Certified ships

Certified ships are all ships of 500 gross tonnage or over, engaged in international voyage or operating from a port or between ports in another country. They are obliged to carry and maintain the following documents on board: *[cf. §§ 130, § 132 SeeArbG]*

- the Maritime Labour Certificate,
- the Declaration of Maritime Labour Compliance.



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All fishing vessels which remain at sea for more than three days and whose length is 24 meters or more, or which are regularly deployed at more than 200 nautical miles from the coastline or beyond the outer edge of the continental shelf - if this distance from the coastline is greater - are obliged to carry the following document on board: *[cf. §§ 133 SeeArbG]*

- the Fishing Labour Certificate



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Non-certified ships

Non-certified ships that are not fishing vessels neither need a Maritime Labour Certificate nor a Declaration of Maritime Labour Compliance. On board of these ships the working and living conditions have to be fulfilled in the same way as on certified ships. Compliance with the requirements on board of non-certified ships will be inspected minimum every 3 years and will be documented by an inspection report. [cf. § 134 SeeArbG]



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Fishing vessels not obliged to carry a Fishing Labour Certificate are exempted from the periodic inspection. An inspection of these vessels takes place only on occasion. [cf. §§ 129 (2) SeeArbG]

When an inspection is applied for the first time and in case of changes, the responsible shipowner should be notified to the Dienststelle Schiffssicherheit as follows:
[cf. § 3 SeeArbÜV]

Owner = Shipowner:

- Submit an extract from the ship certificate

Shipowner = a person or organization other than the owner:

- Submit the Declaration of shipowners' responsibility



Concerns new buildings: Before carrying out the initial inspection a plan approval of accommodation and recreational facilities has to be made. During the inspection on board it will be verified whether the details in the plan are corresponding with the conditions on board.

A Maritime Labour Certificate and a Declaration of Maritime Labour Compliance may be issued for non-certified ships at shipowners' request. [cf. § 130 (8) SeeArbG]



A sample of the declaration of shipowners' responsibility can be found at www.deutsche-flagge.de in the section documents - crew members.

Recognized organizations (RO)

The Dienststelle Schiffssicherheit is responsible for the inspection of the working and living conditions on board of German flagged ships. However, the shipowner may assign a RO to carry out inspections on certified ships under the following conditions:

- The RO is recognized by the Dienststelle Schiffssicherheit and authorised to carry out inspections. A list of the organizations coming in question is published under www.deutsche-flagge.de.
- A written agreement is concluded between the shipowner and RO regulating at minimum the authority of the RO to demand the rectification of deficiencies and to inform the Dienststelle Schiffssicherheit about raised deficiencies.

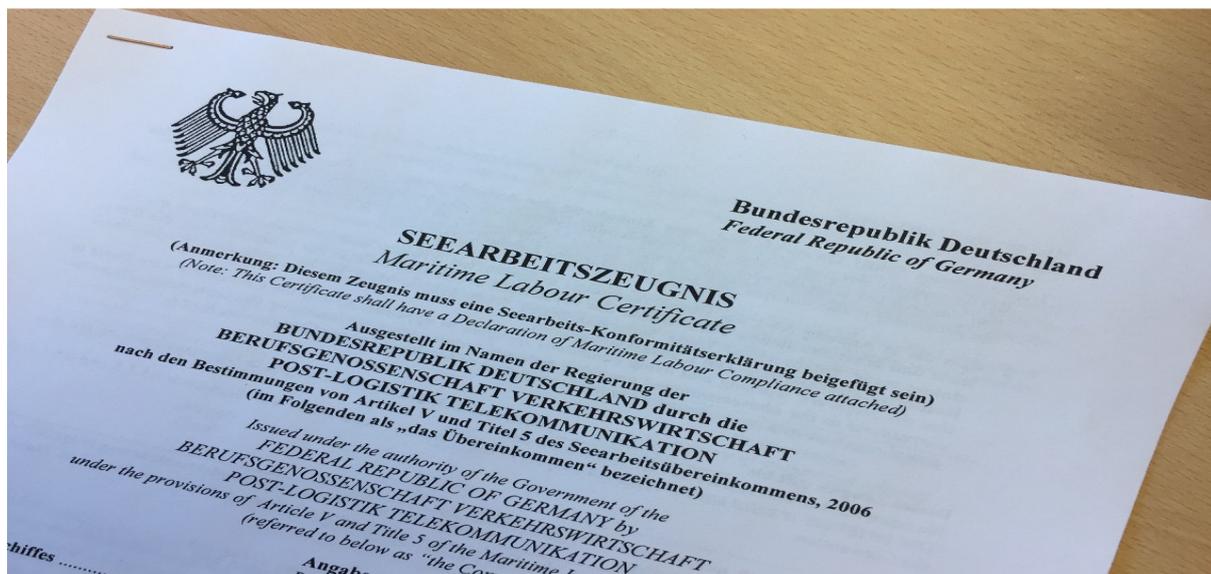
The shipowner has to inform the Dienststelle Schiffssicherheit if he has engaged a RO to perform an inspection and to issue an inspection report. *[cf. § 130 (4) SeeArbG]*

2.2 Maritime Labour Certificate and Declaration of Maritime Labour Compliance

The Flag State attests with the Maritime Labour Certificate that the working and living conditions of seafarers on board of the respective ship comply with the requirements of national legislation and other measures implementing the Maritime Labour Convention and the Work in Fishing Convention.

Maritime Labour Certificate

The Dienststelle Schiffssicherheit issues the Maritime Labour Certificate with a validity of five (5) years if an inspection has shown that the working and living conditions are in compliance with the requirements. An intermediate inspection shall be carried out between the second and third anniversary date of the certificate to maintain the validity of the Maritime Labour Certificate. [cf. § 129 (2); § 130 (2), (5) SeeArbG]



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Interim Maritime Labour Certificate

An Interim Maritime Labour Certificate can be issued with a maximum validity of six (6) months, when [cf. § 131 (1), (4) SeeArbG]

- a newbuilding enters into service,
- a ship changes its flag, or
- the shipowner assumes responsibility for a ship that is new to this shipowner.

An extension or a *re-issue* of the Interim Maritime Labour Certificate is *not permissible*.

Officially recognized Interim Maritime Labour Certificate

The Dienststelle Schiffssicherheit may permit a shipowner that an Interim Maritime Labour Certificate will be substituted by an officially recognized Interim Maritime Labour Certificate issued for not more than six (6) months by a RO after a successfully completed verification of the working and living conditions. The RO shall only issue an officially recognized Interim Maritime Labour Certificate if it considers the conditions for the issuance of the certificate as fulfilled. *[cf. § 131 (3) SeeArbG]*

The RO shall immediately notify the Dienststelle Schiffssicherheit about the issuance of an officially recognized Interim Maritime Labour Certificate and shall submit a copy of the certificate. The certificate shall be drawn up in the form corresponding to the models given in Appendix A5-II of the Maritime Labour Convention.

Loss of validity of the Maritime Labour Certificate

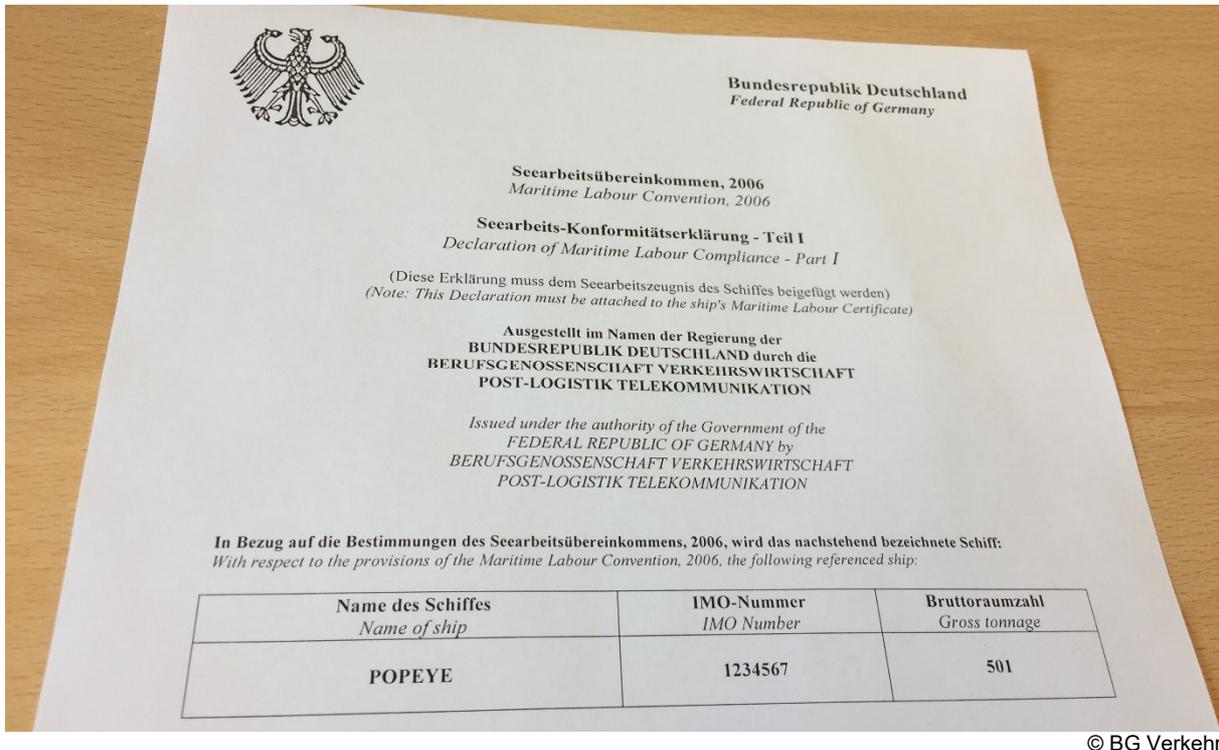
The Maritime Labour Certificate, the Interim Maritime Labour Certificate and the officially recognized Interim Maritime Labour Certificate become invalid, when *[cf. § 130 (6) SeeArbG]*

- the intermediate inspection was not endorsed or carried out in the time allowed,
- a ship changes flag,
- a shipowner or manager ceases to assume the responsibility for the operation of the ship,
- substantial changes to structure or equipment of the accommodations and recreational facilities are made,
- they are withdrawn or revoked.

Declaration of Maritime Labour Compliance (DMLC)

The Declaration of Maritime Labour Compliance (DMLC) has to be attached to the Maritime Labour Certificate and consists of two parts.

DMLC Part I is to be completed by the Dienststelle Schiffssicherheit. It identifies the national regulations on the implementation of the requirements for living and working conditions as demanded by the Maritime Labour Convention. Furthermore, all substantial equivalences and granted exemptions are included therein.



DMLC Part II is to be completed by the shipowner and must identify the measures adopted to comply with the national requirements set out in Part I between inspections, and the measures proposed to ensure continuous improvement. Thereby it has to be specify

- when the ongoing compliance with the requirements has to be verified,
- the persons, who are responsible for the verification,
- the records, that have to be made,
- the procedures to be followed where deviations from the requirements are noted.

Within the scope of measures, the shipowner and the master should inform themselves about the current technical progress and scientific findings regarding workplace design to ensure safe working and living conditions.



The measures taken may be described directly in DMLC Part II. It is also possible to make a reference to other documentations of the shipowner that contain a comprehensive description of the stipulated measures, e.g. procedures in the Safety Management System.

Issuance of the Declaration of Maritime Labour Compliance

The shipowner requests the Dienststelle Schiffssicherheit to issue a Maritime Labour Certificate and a Declaration of Maritime Labour Compliance. The application should be made in due time to avoid a delay of the initial certification of the ship concerned.

Upon the first application and in case of changes, the responsible shipowner should be notified to the Dienststelle Schiffssicherheit as follows: [cf. § 3 SeeArbÜV]

Owner = Shipowner

- Submit an extract from the ship certificate

Shipowner = a person or organization other than the owner

- Submit the Declaration of shipowners' responsibility



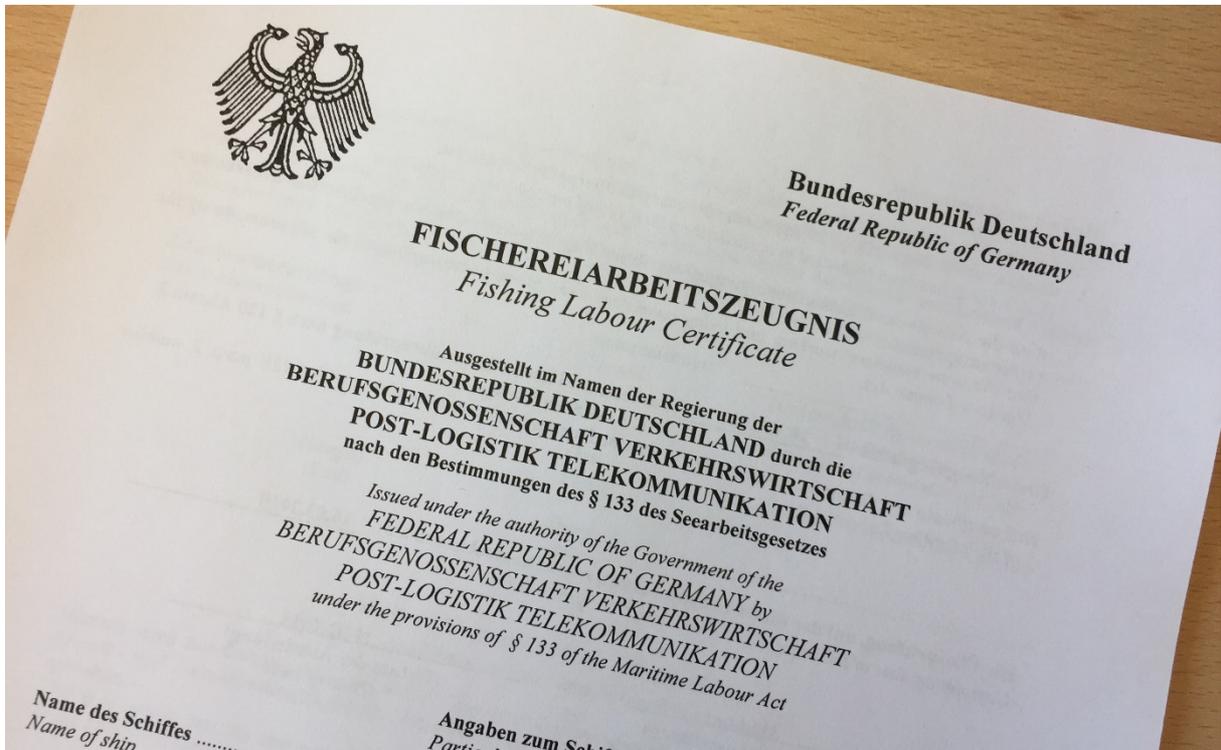
A sample of the declaration of shipowners' responsibility can be found at www.deutsche-flagge.de in the section documents - crew members.

The Dienststelle Schiffssicherheit reviews and issues the Declaration of Maritime Labour Compliance. The following steps should be attended to:

1. The shipowner submits an application for a ship-specific DMLC Part I to the Dienststelle Schiffssicherheit (mlc@bg-verkehr.de). When applying for DMLC Part I granted exemptions of the requirements concerning accommodation and recreational facilities and other substantial equivalences have to be declared.
2. The shipowner has to develop the required measures to comply with national regulations on the basis of DMLC Part I. These measures have to be described in DMLC Part II. Form *Verification list DMLC II* may be used for the preparation of DMLC Part II.
3. DMLC Part II and all applicable attachments have to be submitted in English language to the Dienststelle Schiffssicherheit by sending it by mail.
4. The Dienststelle Schiffssicherheit verifies whether the measures determined by the ship owner in DMLC Part II are sufficient and appropriate to ensure the implementation of the requirements.
5. Following this the Dienststelle Schiffssicherheit certifies DMLC Part II.
6. The certified DMLC will be handed out by the inspector immediately if the inspection on board gives evidence about the compliance with the requirements of the Maritime Labour Convention.

Fishing Labour Certificate

If a fishing vessel is required to carry a Fishing Labour Certificate, the Dienststelle Schiffssicherheit issue that certificate, if it has been established during an on-board inspection that the vessel complies with the requirements of working and living conditions. The Fishing Labour Certificate is issued for a period of up to four years. To maintain validity, an intermediate inspection is required after two years. The issuance of an Interim Fishing Labour Certificate is not foreseen. [cf. § 133 SeeArbG]



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Loss of validity of the Fishing Labour Certificate

The reasons for the loss of validity of the Fishing Labour Certificate correspond to the reasons for the loss of the validity of the Maritime Labour Certificate. [cf. § 133 (2) i.c.w. § 130 (6) SeeArbG]



Copies of the Maritime Labour Certificate, the Declaration of Maritime Labour Compliance and Fishing Labour Certificates are to be posted in a conspicuous place where they are available to the crew members.

2.3 Inspections

The on-going compliance with the requirements of working and living conditions on board will be ensured by a system of different inspections appropriate to the situation. These inspections have to be carried out on board the ship, which needs to be inspected.

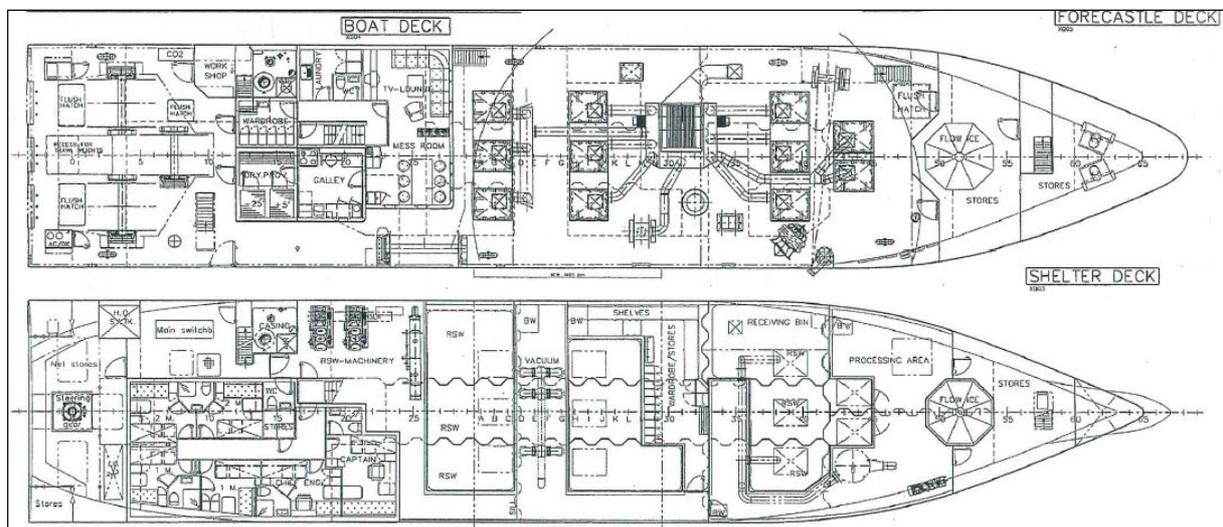
A distinction must be made between

- inspections to issue an Interim Maritime Labour Certificate (Interim),
- initial inspections,
- intermediate inspections,
- renewal inspections and
- additional inspections.

Fundamental measures before carrying out the initial inspection of a ship

With regard to the compliance with the provisions of the SeeUnterkunftsV, all relevant drawings about arrangement and furnishing of the accommodation and recreational facilities must be reviewed by the Dienststelle Schiffssicherheit or a RO before the ship enters into service.

During the inspection it will be verified whether the information obtained by the document review of the accommodation comply with the conditions on board. This process need not be repeated in case of the following inspections except significant alterations of accommodation spaces have been made. Ships changing from a foreign flag to the German flag shall comply with the ILO Conventions No. 92 and 133 if their keel laying date was before 1 August 2013 respectively the provisions of the SeeUnterkunftsV if the keel was laid after 31 July 2013.



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Inspection to issue an Interim Maritime Labour Certificate (Interim)

An interim certificate may only be issued if:

1. the shipowner has submitted a draft for a DMLC Part II to the Dienststelle Schiffssicherheit that contains measures and procedures to be implemented on board,
2. the measures and procedures stated in the draft DMLC Part II are appropriate to comply with the requirements of the Maritime Labour Convention,
3. an inspection on board of the ship was carried out with respect to Appendix A5-I of the Maritime Labour Convention, if it is appropriate and practical,
4. it is verified, that the master is familiar with the requirements of the convention and his responsibility for the implementation.

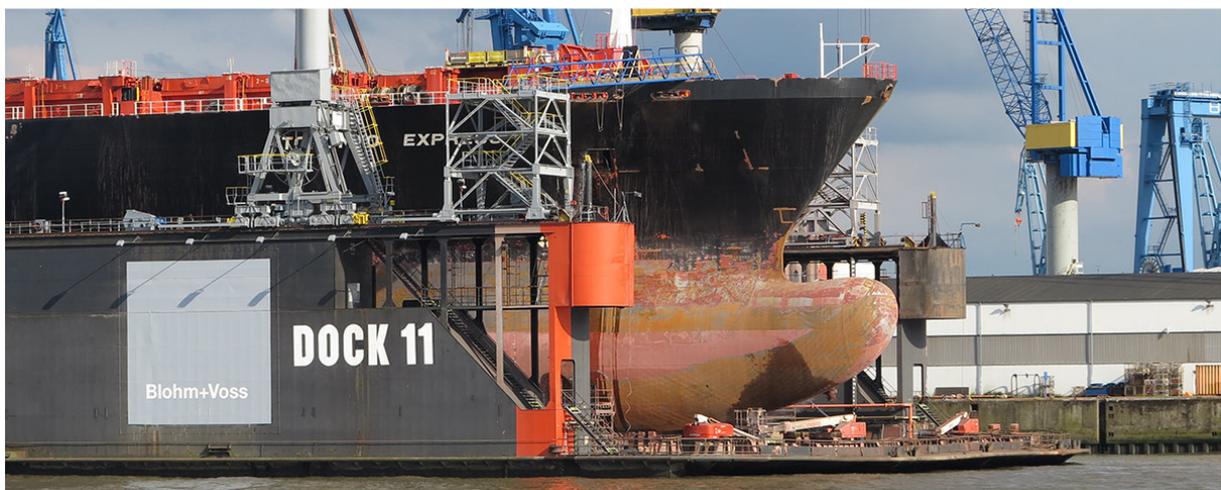
A certified Declaration of Maritime Labour Compliance is not required for the period of validity of the Interim Maritime Labour Certificate.

A full inspection (Initial) of the working and living conditions according to DMLC Part I is to be carried out before the expiration of the Interim Maritime Labour Certificate and before the issuance of the Maritime Labour Certificate.

First full Inspection (Initial)

The following points have to be considered before carrying out the initial inspection:

- DMLC Part II must be prepared by the shipowner. It must be submitted in time to the Dienststelle Schiffssicherheit.
- The Dienststelle Schiffssicherheit reviews if the measures drawn up are appropriate to ensure the ongoing compliance with the national requirements between the inspections.
- The measures drawn up in DMLC Part II should be implemented on board in time. This ensures that at the time of inspection sufficient evidence about the compliance with the requirements will be provided.



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The Maritime Labour Certificate and the Declaration of Maritime Labour Compliance will be issued after a complete inspection of the working and living conditions mentioned in DMLC Part I and the implementation of the measures described in DMLC Part II have been carried out.

Note for fishing vessels:

At the time of the initial inspection to issue the Fishing Labour Certificate, the shipowner must ensure that the requirements of the Maritime Labour Act are fully implemented and that all relevant documents and evidences are on board and that a representative number of crew members are available at the time of initial inspection.



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An inspection for the issuance of an Interim Maritime Labour Certificate should be carried out if a complete inspection is not realizable, e.g. the crew is not completely on board yet or DMLC Part II has not been approved yet.

Intermediate Inspection (Intermediate)

An intermediate inspection has to be carried out in order to ensure the ongoing compliance with the national requirements for the implementation of the Maritime Labour Convention. In case of a Maritime Labour Certificate the proper implementation of the measures stated in DMLC Part II shall be verified. The intermediate inspection takes place between the second and third anniversary date of the Maritime Labour Certificate and at the second anniversary date of the Fishing Labour Certificate.

The scope and depth of the intermediate inspection corresponds with the scope and depth of the renewal inspection of the Maritime Labour Certificate and Fishing Labour Certificate. Following the satisfactory verification the Maritime Labour Certificate or the Fishing Labour Certificate are to be endorsed.

Renewal Inspection (Renewal)

The scope of the renewal inspection of the **Maritime Labour Certificate** is the complete verification of the requirements of the Maritime Labour Act. When the renewal inspection is completed **within three months** before the expiry date of the existing certificate, the new certificate will be valid from the date of completion of the renewal inspection for a period of five years from the date of expiry of the existing certificate.

If the renewal inspection is completed **more than three months before the expiry date** of the certificate, the new Maritime Labour Certificate will be valid for a period not exceeding five years starting from the date of completion of the renewal inspection.

If the renewal inspection is completed **after expiry** of the existing Maritime Labour Certificate, the new certificate will be valid from the day of completion of the renewal inspection to a date not exceeding five years from the date of expiry of the existing certificate.

The **Fishing Labour Certificate** will be issued for a period of up to four years from the date of expiry of the existing certificate when the entire verification of the requirements of the Maritime Labour Act is completed **within three months before the expiry date** of the certificate.

If the renewal inspection is carried out ahead of **three months before expiry date** the new Fishing Labour Certificate will be effective for a period of not more than four years from the date of completion of the renewal inspection.

If the renewal inspection is carried out **after expiry** of the certificate the new certificate will generally be valid from the date of completion of the inspection to a date not exceeding four years from the date of expiry of the existing certificate.

Additional inspection (Additional)

If there are indications that a ship does not comply with the requirements of the Maritime Labour Act or if there are serious lacks concerning the implementation of measures drawn up in DMLC Part II, the Dienststelle Schiffssicherheit may initiate an additional inspection. This inspection serves to ensure the ongoing compliance with the requirements of the Maritime Labour Act.

In case of certified ships, an endorsement about the additional verification will be made in the Maritime Labour Certificate.

Inspection in special cases

A Maritime Labour Certificate or Fishing Labour Certificate ceases to be valid when substantial changes are made to accommodation spaces. Following measures need to be completed before the issuance of a new certificate:

- new plan approval of accommodation spaces and recreational facilities,
- inspection on board to verify if the results of the document review correspond to the conditions on board.

A new certificate will be issued with the period of validity of the existing certificate if the inspection reveals that accommodation spaces and recreational facilities comply with the requirements.

Inspections in case of amendments of the Declaration of Maritime Labour Compliance

Amendment of DMLC Part I

The Declaration of Maritime Labour Compliance needs to be reissued by the Dienststelle Schiffssicherheit. A review of DMLC Part II shows if an adaptation to DMLC Part II and an additional inspection is necessary. After fulfillment of all requirements and issuance of a DMLC a new Maritime Labour Certificate will be issued with the period of validity of the existing certificate including the new issuing date of the Declaration of Maritime Labour Compliance.

Amendment of DMLC Part II:

If the shipowner changes the measures drawn up in DMLC Part II, a new DMLC Part II and the correlating documents need to be submitted to the Dienststelle Schiffssicherheit. The Dienststelle Schiffssicherheit reviews the alterations in DMLC Part II. If necessary, an additional inspection on board must be carried out before reissuing the Declaration of Maritime Labour Compliance. When complying with all requirements a new Maritime Labour Certificate will be issued with the period of validity of the existing certificate and including the new date of issuance of the Declaration of Maritime Labour Compliance.



2.4 Inspection process

Definitions

Observation:

means a statement of fact made during an inspection and substantiated by objective evidence.

Deficiency:

means an observed situation where objective evidence indicates the non-fulfillment of a specified requirement.

Objective evidence:

means quantitative or qualitative information, records or statements of facts pertaining to the implementation of national maritime labour legislation; objective evidence is based on observation, measurement or test and is verifiable.



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Preparation

In preparing the inspection, various sources of information should be utilized by the competent inspector to get an overview about the history of the ship. Information could be obtained from the individual ship-files, previous MLC-records, PSC-reports or other survey records. Further, it should be ascertained whether there are any outstanding deficiencies that have not been rectified by the shipowner. If this is the case, the inspector should initiate appropriate action to ensure that the deficiencies will be rectified by the shipowner in a timely manner before the inspection will be carried out.

In addition, the following items shall be included in the preparation:

- DMLC part I and II (Certified ships)
- Model DMLC part I (Non-certified ships and certified fishing vessels)
- Information about accommodation and recreational facilities (e.g. verification list)

To support the inspection, the inspector may prepare an inspection plan and coordinate it with the ship's command.

Opening meeting

Before starting the inspection, in the presence of the ships' command, the following points, in addition to a personal presentation, should be addressed and agreed:

- Scope and schedule of the inspection
- Summary of inspection methods
- Confidential treatment of all personal information obtained during the inspection
- Availability of the crew members, records and facilities



2

Performing the inspection

Due to the scope and complexity, the inspection of the working and living conditions may only be carried out on a random check basis. Every inspector has to use his professional judgment to determine on-site the depth and scope of inspecting the various requirements of the maritime labour legislation. Principally, the inspection shall be planned and carried out on the basis of the checklist "Maritime Labour Act" and "Maritime Labour Act - Fishery".



A model of the checklist "Maritime Labour Act" and "Maritime Labour Act - Fishery" can be found on: www.deutsche-flagge.de in section Documents - Crew.

If inspections are carried out or appropriate measures for the rectification of deficiencies are adopted, all appropriate efforts must be made to avoid the detention or undue delay of the ship.

The verification of working and living conditions on board is carried out mainly by:

1. reviewing documents and records concerning manning of the ship, certificates of the crew, medical certificates, crew lists, seafarers' employment agreements, payroll records, repatriation, leave entitlement, records of work or rest, complaint-procedure,
2. reviewing documents about the organisation of occupational health and safety protection (e.g. risk assessment), records about accidents and near-miss accidents, working procedures, records about safety instructions, reports of the ship safety committee,
3. inspecting accommodation and recreational facilities, provision rooms, galley, medical spaces and equipment including records about internal checks of accommodations and equipment,
4. inspecting occupational health and safety measures, e.g. personal protective equipment, fall preventer devices and other technical protective equipment,
5. performing interviews, **in privacy**, with crew members.

At the end of the inspection, the inspector shall evaluate the findings and determine which observations are to be recorded as a deficiency.



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In case of deficiencies causing a serious violation of the requirements of the Maritime Labour Act or a serious threat to the safety, health or protection of crew members, the Dienststelle Schiffssicherheit is entitled to prohibit the departure or onward voyage of the ship until appropriate measures are taken or the deficiencies are rectified. [cf. § 143 (3) SeeArbG]

Closing meeting

Before issuing the required documents, a final meeting must be carried out with the master and senior officers of the ship. During the meeting, the general inspection results as well as the identified deficiencies must be presented. Further, it needs to be ensured that the master and officers understand the basis of the identified deficiencies.

2.5 Documentation

Inspection report

After the final meeting, the inspector needs to provide an inspection report and hand it out to the master. The inspection report is intended to offer traceability and transparency of the inspection as well as to document the effective rectification of deficiencies. In case of ships carrying a certificate and depending on the scope of the inspection the Maritime Labour Certificate or the Fishing Labour Certificate shall be endorsed, extended or an Interim Maritime Labour Certificate is to be issued.

Two copies of the inspection report are to be handed out to the master. One copy is to be attached to the Declaration of Maritime Labour Compliance (on certified ships) and the second copy is to be posted on the notice board of the ship.

Another copy of the inspection report is to be retained by the inspector. He must forward the report to the Dienststelle Schiffssicherheit within one week.

ÜBERPRÜFUNGSBERICHT
-Seearbeitsgesetz-
(Seearbeitsübereinkommen - MLC 2006)

Eine Kopie dieses Berichtes ist an der Aushangtafel des Schiffes zur Information der Besatzungsmitglieder auszuhängen.

Dienststelle Schiffssicherheit
BG Verkehr

I. DETAILS

Name des Schiffes: HELGOLAND	BRZ: 2256	Schiffstyp: Fahrgastschiff
Rufzeichen: DFPH		IMO: 9714862
Name des Reeders: Reederei Cassen Eils GmbH & Co. KG, Bei der Alten Liebe 12, 27472 Cuxhaven		Heimathafen: Cuxhaven
Name des Inspektors: Rolf Schumacher		Ort und Datum der Überprüfung: Cuxhaven/ auf See, 12.01.2016
Art der Überprüfung:		
Interim <input type="checkbox"/>	Erstmalige <input type="checkbox"/>	Zwischen <input type="checkbox"/>
	Erneuerung <input type="checkbox"/>	Zusätzliche <input type="checkbox"/>
		Nicht zeugnispflichtige Schiffe <input checked="" type="checkbox"/>

II. ZUSAMMENFASSUNG DER ÜBERPRÜFUNG DER ARBEITS- UND LEBENSBEDINGUNGEN:

Arbeits- und Lebensbedingungen	Mangel (Ja/Nein)	Arbeits- und Lebensbedingungen
1 Mindestalter		
2 Seefähigkeit	nein	
3 Befähigungen		9 Heimathafen

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Documentation and rectification of deficiencies

Determined deficiencies, corrective action and period of time for their rectification have to be reported in a clear and understandable way in the inspection report by referring to the national regulations applied.

If it is evidently not possible to rectify the deficiencies before departure, the shipowner or the master has to submit an action plan, which must contain suitable corrective measures. The inspector reviews the proposed corrective action. If it is appropriate, he may accept it and determine an appropriate period of time for its implementation.

In the case of deficiencies, causing a serious violation of the requirements according to the Maritime Labour Act or a serious threat against the safety, health or protection of the crew members appropriate measures need to be implemented stringently before departure of the ship.

Following dates for rectification may be considered:

- Before departure
- Within 14 days
- Until next port
- Before issue of a Maritime Labour Certificate / Fishing Labour Certificate
- Other date
- Ground for Detention

ÜBERPRÜFUNGSBERICHT
-Seearbeitsgesetz-
(Seearbeitsübereinkommen - MLC 2006)

Dienststelle Schiffssicherheit
BG Verkehr

III. ZUSAMMENFASSUNG DER MÄNGEL

Fristen für Mängelabstellung			
A	Mangel ist vor dem Auslaufen abzustellen	B	Mangel ist innerhalb von 14 Tagen abzustellen
C	Mangel ist bis zum nächsten Hafen abzustellen	D	Mangel ist vor Erteilung eines Seearbeitszeugnisses abzustellen
E	Andere Frist (zu spezifizieren)	F	Festhaltegrund

Name des Schiffes: _____ Ort und Datum der Überprüfung: _____

Nr.	Art des Mangels	Referenz	abzustellen bis	Vereinbarter Plan zur Mängelabstellung	Mangel abgestellt (Datum und Unterschrift)

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When determining appropriate corrective action, the following factors may be taken into consideration:

- Opportunity for rectification in the port of inspection
- Nature and number of deficiencies identified
- Length and nature of the intended voyage
- Size and type of ship and equipment provided
- Nature of cargo
- Adherence to the hours of rest of the crew members
- Prior history of similar deficiencies and rectification
- Safe manning requirements

Inspection reports of recognized organizations (RO)

If inspections are carried out by a RO, the inspector may use the inspection report template of the RO. It has to be ensured that the report contains at least the following information:

- Name and IMO-number of the ship
- Date of completion and place of inspection
- Name of the inspector
- Scope of inspection
- Inspection results
- Deficiencies found and statement if the deficiencies are rectified before departure
- Corrective action plan for rectification of deficiencies, if applicable
- Notice about the issuance of an officially recognized Maritime Labour Certificate, the endorsement of a Maritime Labour Certificate or if the issue of a Maritime Labour Certificate is recommended



2.6 Treatment of complaints

The Dienststelle Schiffssicherheit investigates incoming complaints and ensures that measures are taken to remedy any deficiencies found. In order to investigate and remedy a complaint, the Dienststelle Schiffssicherheit may be assisted by a RO or other experts. [cf. § 128 (6), (7), (8) SeeArbG]

If in the course of an inspection the inspector will be faced with a seafarers' complaint, the crew member should be directed to the existing on-board complaint procedure at first.

If the crew member refuses to use this procedure and he still insists to complain directly to the Dienststelle Schiffssicherheit, the inspector should then inform the Dienststelle Schiffssicherheit (Referat ISM/ILO) immediately about the subject of the complaint. The Dienststelle Schiffssicherheit will decide the further steps for the treatment and investigation of the complaint.



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The identity of complainants is to be treated confidentially. It is to be ensured that the shipowner is not able to make any conclusion to the identity of the complainant. Without consent of the complainant, it is prohibited to inform the shipowner or a person authorised by the shipowner that the inspection takes place due to a complaint.

3. The individual requirements

Deviating Agreements

German law applies to all German flagged ships. Under certain conditions, the application of foreign law may be agreed between the shipowner and foreign crew members. These agreements underlie compelling limits: [cf. § 9 SeeArbG]

The minimum standards of the Maritime Labour Convention are always applicable!

A violation of fundamental German rights is not acceptable.

Foreign law must not be agreed for law sectors, on which a special public interest exists (so-called mandatory overriding rules with the right and duty of intervention). German law is mandatory for the following sectors:

- Paid sick leave
- Accommodation, food and catering
- Medical and social care
- Technical occupational health and safety, accident prevention
- Maximum hours of work and minimum hours of rest
- Repatriation
- Protection of women and youth
- Dismissal protection legislation for employee representatives on board
- Organization on board



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Foreign law may be agreed for following provisions if the agreement complies with the minimum standards of the Maritime Labour Convention:

German law	Maritime Labour Convention (minimum)
Notice periods	
<p>Ordinary termination: Notice periods in accordance with § 66 SeeArbG</p> <p>Extraordinary termination (only for important cause and because of urgent family reason) without notice (= no observance of notice period)</p>	At minimum 7 days notice period, but less is acceptable according to national law.
Notice protection	
Notice of termination must be given <u>in writing</u>	No mandatory regulations
Amount of wages	
<p>The amount of crew members´ wages may be freely agreed. There should be no significant disproportion between the amount of wages and the employee's service (no violation of morality). Benchmarks for wages are the achievable wages in international comparison.</p> <p>If the crew member or the shipowner is bound to a collective bargaining agreement, the wage according to this agreement must be paid.</p>	No mandatory regulations
Paid leave	
<p>Wages are to be paid during leave.</p> <p>Paid annual leave for crew members shall be at minimum 30 calendar days; in case of crew members under 18 years 32 days of leave, and in case of crew members under 17 years 34 days of leave have to be granted.</p>	<p>No mandatory regulations (only guideline B 2.4.1)</p> <p>Minimum leave: 2,5 calendar days per month of employment</p>

If the application of foreign law has been agreed, this should be mentioned in the employment agreement in particular to provide legal certainty.

Data protection

The shipowner and the master have to ensure that employment agreements, accounts of payment, certificates of medical fitness, medical files as well as all other documents with personal data are kept on board in a way that no unauthorized third party may gain knowledge of it. [cf. § 8 (1) SeeArbG]

The transmission of personal data, especially copies of employment agreements, to the master is permitted. The shipowner has to ensure that personal data are only transmitted to parties, to whom these data are dedicated for business or private matters. [cf. § 8 (2) SeeArbG]

3.1 Minimum age (Regulation 1.1)

Requirements

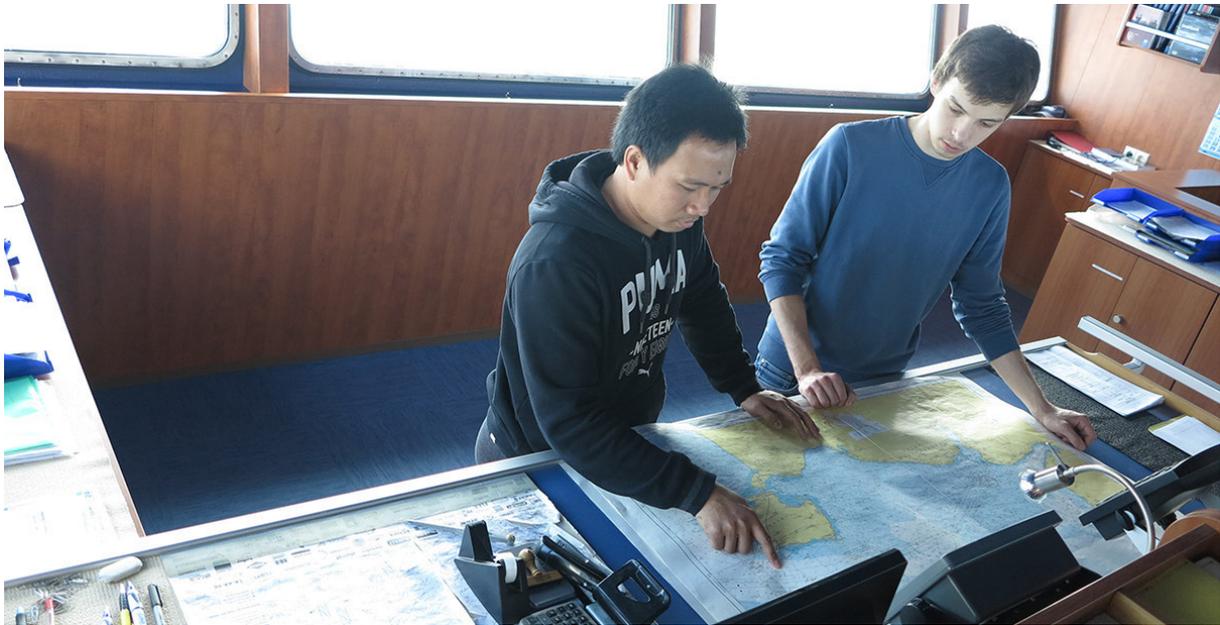
Minimum Age

Persons below the age of 16 as well as persons, for whom a full time school attendance is compulsory, shall not work on a ship as a crew member. [cf. § 10 (1) SeeArbG]

Note: The mandatory full time school attendance generally lasts until the completion of the 9th year of school attendance, in some Federal states until the end of the 10th year of attendance at school.

By way of derogation, persons aged 15 or over who are no longer subject to full time school attendance are allowed to be employed on fishing vessels as part of a vocational training relationship. [cf. § 10 (2) SeeArbG]

Persons below the age of 18 shall not be employed as a ships' cook. [cf. § 10 (2) SeeArbG]



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Prohibition of night work of young crew members

At night time during 20:00 p.m. and 6:00 a.m. work of young crew members is prohibited. [cf. § 53 (6) SeeArbG]

Exceptions: [cf. § 53 (4), (6); § 54 (1) No. 4 SeeArbG]

- During watch duty, at sea young crew members may be employed from 5:00 a.m.
- The beginning of watch duty at sea may be put forward at 4:00 a.m. if otherwise the effective training of the crew member would be impaired.
- The Dienststelle Schiffssicherheit may approve other exemptions from prohibition of night work.
- Based on a collective bargaining agreement young crew members may be employed from 20:00 p.m. to 24:00 p.m. once in a week.

Restrictions of work of young crew members

The employment, engagement or work of young crew members is prohibited where the work is likely to jeopardize their health or safety. [cf. § 117 (1) SeeArbG]

Young crew members are not allowed to be occupied with: [cf. § 117 (2) SeeArbG]

1. works exceeding their physical or psychic capability,
2. works exposing them to moral hazards,
3. works connected with accident risk if there is good reason that young crew members are not able to identify or to avoid them because of their lack of safety awareness or experience,
4. works jeopardizing the health by extreme heat or coldness or intense wetness,
5. works exposing them to harmful noise, vibration or radiation,
6. works exposing them to harmful effects of hazardous substances according to Ordinance on Hazardous Substances.
7. works exposing them to harmful effects of biological agents according to Ordinance on Biological Agents,
8. engine service if they have not already passed the examination of the recognized vocational training occupation for engine service.



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Number 3 and 8 are not applicable to the employment of young crew members if it is necessary to achieve their education targets and if there is a guarantee that there is supervision by a knowledgeable person and the air threshold limit for hazardous substances is not exceeded (No. 6).

There are no exceptions to the employment restrictions mentioned under number 3 to 8 for young crew members on fishing vessels of at least 15 years of age.

The master has to verify particularly in case of the following tasks, whether young crew members are excluded from such work, considering the above mentioned restrictions: [cf. § 117 (3) SeeArbG]

- lifting, carrying or moving of heavy load or objects,
- entering into boilers, tanks and cofferdams,
- operation of lifting appliances and other power-driven equipment and tools, or providing signals for communication for operators of this equipment,
- handling of mooring and towing cables or anchor gear,

- rigging,
- working aloft or on deck in heavy weather,
- watch keeping duties at night time,
- maintenance of electrical facilities or equipment,
- cleaning of catering equipment,
- handling of tenders or taking responsibility of them.



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How to check the requirements on board



- Crew list
- Passports
- Records of hours of work
- Table of shipboard working arrangements
- Recent accident reports and reports of the ship's safety committee
- Risk assessment of hazards connected with work of young crew members
- Exceptions concerning the prohibition of work during night time
- Conducting private Interviews
- Measures DMLC Part II

- *Does the crew members' minimum age comply with requirements?*
- *Is compliance provided with respect to the prohibition of night work?*
- *Have types of hazardous works been identified and young crew members are informed about the prohibition of these works?*
- *Were young crew members involved in accidents?*
- *Is this information confirmed by carrying out private interviews with young crew members?*



3.2 Medical certificate (Regulation 1.2)

Requirements

Certificate of medical fitness

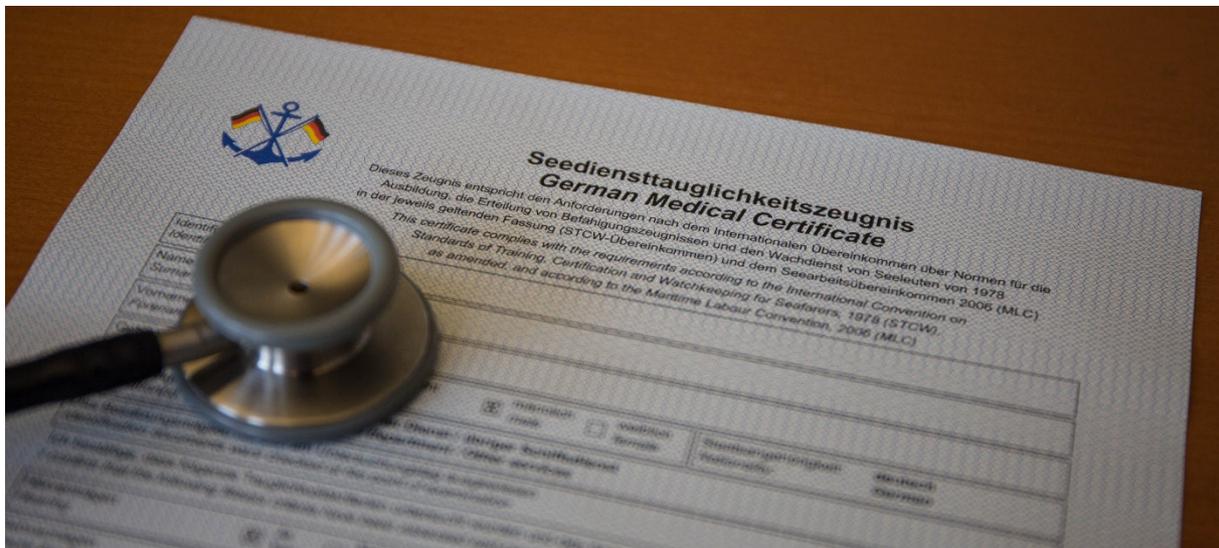
Crew members shall not work on a ship unless they are certified as medically fit to perform their duties. [cf. § 11 SeeArbG]

The crew member must hold a Certificate of Medical Fitness attesting that he is medically fit to perform his duties. [cf. § 12 (1) SeeArbG]

The form of the Certificate of Medical Fitness must comply with the muster published in the Verkehrsblatt or Bundesanzeiger.



You can find a model of the german medical certificate at www.deutsche-flagge.de in the section Documents - Maritime Medicine.



© Dr. Philipp Langenbuch

Authorized medical practitioner

The Certificate of Medical Fitness must be issued by an authorized medical practitioner. [cf. § 12 (1) SeeArbG]

A list of all authorized medical practitioner is available under:

<http://www.deutsche-flagge.de/de/maritime-medizin/seediensttauglichkeit/zugelassene-aerzte>

Validity of Certificate of Medical Fitness

The maximum period of validity of the Certificate of Medical Fitness is determined as follows: [vgl § 12 (5) SeeArbG]

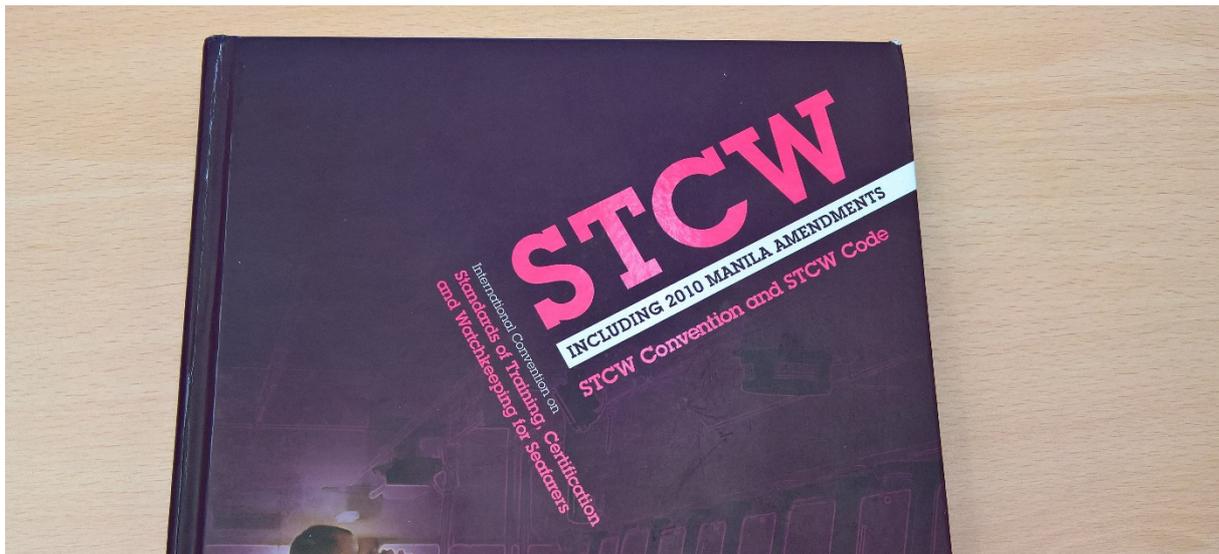
- Validity in principle: **2 years**
- Young crew members: **1 year**

If the period of validity of a certificate of medical fitness expires in the course of a voyage, the certificate continues to be in force until the next port of call where the crew member can obtain a medical certificate from a qualified medical practitioner, provided that the period does not exceed three months. [cf. § 12 (6) SeeArbG]

Recognition of foreign medical certificates

A medical certificate issued by another state or on behalf of another state is to be considered as equivalent to the German medical certificate if it is in accordance with the requirements of the STCW Convention. [cf. § 12 (7) SeeArbG]

Note: Requirements for medical certificates are regulated in section A-I/9 of the STCW-Code.



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How to check the requirements on board



- Crew list
- Certificate of Medical Fitness
- Ships' log books
- Conducting private interviews
- Measures DMLC Part II

- *Are the crew members medically fit to perform their duties?*
- *Do entries in log books and private interviews confirm that seafarers are only performing works they are medically fit for?*
- *Is the maximum period of extension of 3 months kept in cases where a certificate has expired?*
- *Are Certificates of Medical Fitness issued by an authorized medical practitioner?*
- *Do the foreign medical certificates comply with the requirements of the STCW-Convention?*
- *Are Certificates of Medical Fitness on ships in international voyage issued in English language?*

3.3 Training and qualification (Regulation 1.3)

Requirements

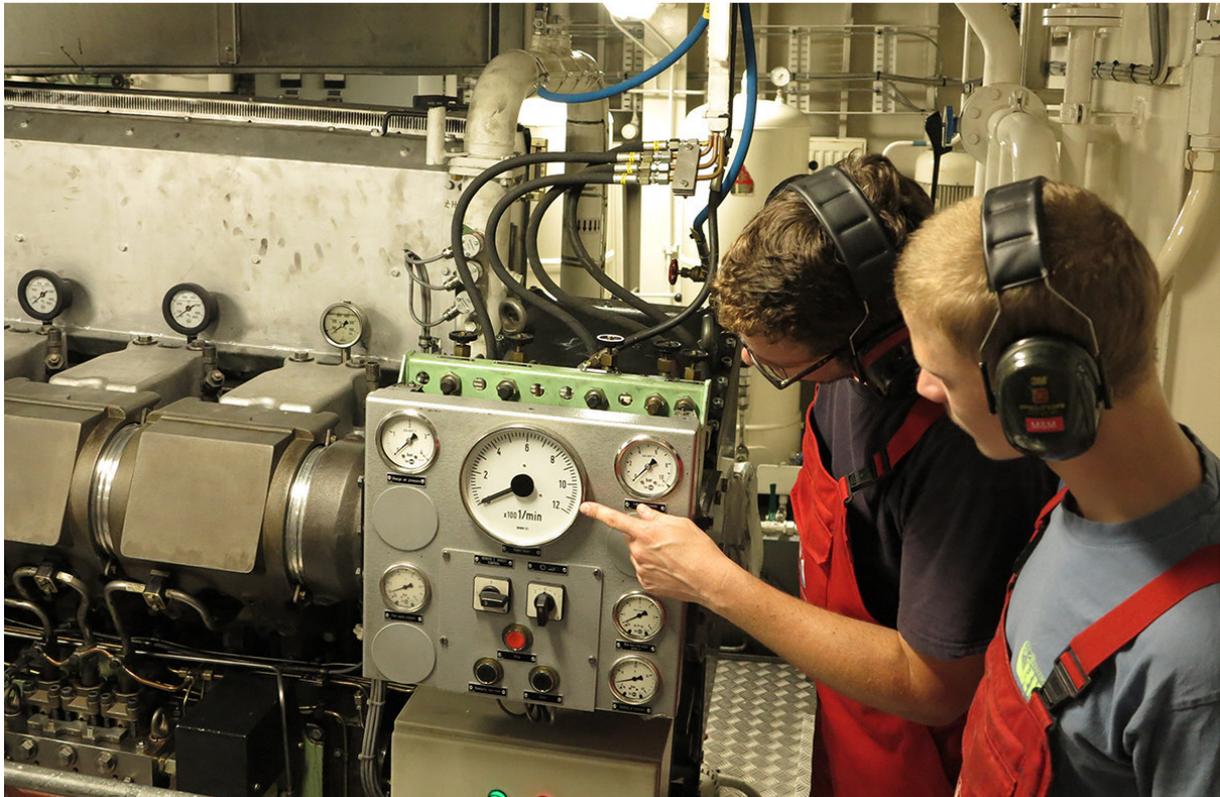
Certificate of Competence

Crew members shall not work on a ship unless they are trained or certified as competent or otherwise qualified to perform their duties. [cf. § 23 SeeArbG]

- e.g. certificates of Competence according to STCW

Before being assigned to shipboard duties, all seafarers shall receive safety familiarization training according to Section A-VI/1 paragraph 1 of the STCW-Code. [cf. § 23 SeeArbG]

- The requirements according to section A-VI/1 paragraph 1 no. 1-7 of the STCW-Code are to be considered (e.g. emergency communication and behavior, muster list, alarm signals, escape routes, muster and boarding stations, donning of lifejackets, using fire extinguishers).
- Documentary evidence shall be provided about safety familiarization trainings carried out (e.g. documentation in the ships' log book).



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How to check the requirements on board



- Certificates of competence according to STCW Minimum Safe Manning Document / Crew list
- Ships' log book
- Documented evidence about safety familiarization trainings
- Training manuals
- Conducting private Interviews
- Measures according to DMLC Part II

- *Which qualifications of the seafarers are required according to the Minimum Safe Manning Document?*
- *Are the seafarers according to the certificate of competence sufficiently qualified?*
- *Did all seafarers receive an on board safety familiarization training?*
- *Check of appropriate training material that is provided to the crew (SOLAS Reg. II-2/15 and III/35, e.g. manual for Ship Safety Service).*
- *Is training and qualification of the seafarers confirmed by private interviews?*

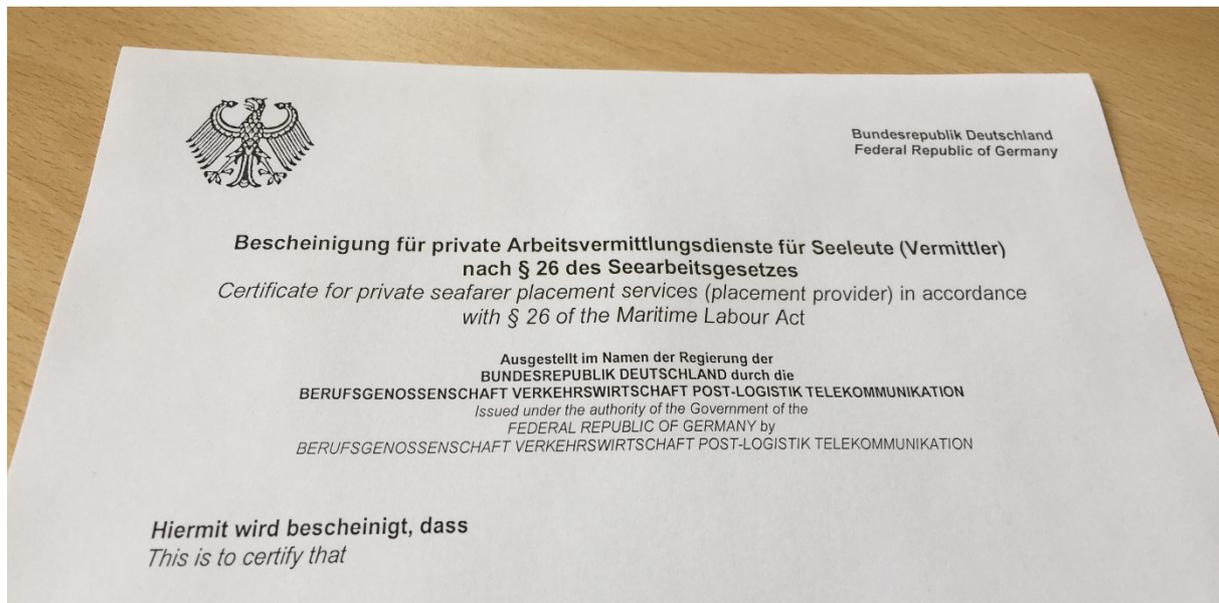


3.4 Recruitment and Placement (Regulation 1.4)

Requirements

General notes

A shipowner may only use a private seafarer recruitment and placement service (placement provider) based in Germany if the placement provider is able to submit a certificate to the Dienststelle Schiffssicherheit that he is compliant with the requirements according to § 25 SeeArbG. [cf. § 24 (1) SeeArbG]



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A list of approved placement providers can be found on:

<https://www.deutsche-flagge.de/de/besatzung/seearbeit/arbeitsvermittlung-seeleute>

If a shipowner use a private seafarer recruitment and placement service based in a country that has not ratified the Maritime Labour Convention this service needs to declare in writing (Statement of Compliance) to the shipowner that he complies with the requirements for recruitment and replacement according to regulation 1.4 of the Maritime Labour Convention. [cf. § 24 (3) SeeArbG]



A model of a Statement of Compliance can be found on www.deutsche-flagge.de in the section Documents - Crew

Note: In addition, the shipowner may also ensure by auditing that private recruitment and placement services based in countries that have not ratified the Maritime Labour Convention are compliant with the requirements of regulation 1.4 of the Maritime Labour Convention.

How to check the requirements on board



- Certificate for private seafarer recruitment and placement services, issued by Dienststelle Schiffssicherheit
- Statement of Compliance of the placement provider
- Audit documentation by the shipowner
- Attestation that private recruitment and placement services in MLC-countries are subject to a certification system according to MLC
- Conducting private interviews
- Measures DMLC Part II

- *If crew members are directly recruited by the company or the Federal Employment Centre, this must be noted. In this case, no further measures are necessary.*
- *If crew members are placed by a private recruitment and placement service based in Germany, it must be checked whether an certificate of the Dienststelle Schiffssicherheit is available.*
- *If recruitment is made by a public or private recruitment or placement service located in a member state of the Maritime Labour Convention, this must be noted. Generally, no further measures are necessary. (In case of a private placement provider an attestation should be available which confirms that the placement provider is operated in compliance with MLC.)*
- *If the shipowner makes use of a recruitment and placement service which is not based in a Non-MLC-Country, it must be verified whether the following documents are available:*
 - *Statement of Compliance according to § 24 (3) SeeArbG;*
 - *If applicable: evidence about audits carried out by the shipowner.*
- *Do private interviews with some crew members confirm that they did not pay a fee or other charge to a recruitment or placement service and that the recruitment and placement service does not operate a "black list"?*



3.5 Seafarers' employment agreements (Regulation 2.1)

Requirements

Written employment agreement

Crew members must have a written employment agreement signed by both the crew member and the shipowner. [cf. § 28 (1) SeeArbG]

The shipowner must hand out or provide a draft agreement to the crew member including applicable collective bargaining agreements and company or shipboard agreements in due time before signing the agreement. [cf. § 28 (1) SeeArbG]



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The shipowner must not be conclusively the employer of all crew members. If the employer of the crew member is other than the shipowner the shipowner still has to sign the employment agreement for acknowledging his obligations according to public law. [cf. § 29 (1) SeeArbG]



If employment agreements are signed by a representative of the shipowner instead of the shipowner himself, the representation should be demonstrated by a written authorization (§ 164 ff BGB). It is recommended to give a copy of the authorization together with the copies of the employment agreements on board the ship.

Minimum particulars of an employment agreement

Every seafarers' employment agreement must contain the following particulars: [cf. § 28 (2) SeeArbG]

1. the full name and address of the shipowner; in the case of another employer the full name and address of the employer and of the shipowner,
2. the full name, date of birth, place of birth and full address of the seafarer,
3. the description of the duties, the crew member has to perform; if applicable, any limitations of jobs to special ships or trade areas; *in the case of fishing vessels: also the name and the registration number of the fishing vessel or vessels on which the crew member is employed,*
4. the date of the commencement of employment engagement, the place and date of beginning service on board under specification of the ship; *in the case of fishing vessels: the voyage or voyages to be undertaken if they can be indicated at the time the contract is concluded,*
5. in case of a fixed-term employment agreement the intended period of the employment agreement,

6. the composition and the amount of the wages including the surcharges, bonuses, awards and special payments or the formula used for calculating the wages, as well as the due date of the wages; *in the case of fishing vessels: the amount of the wages or the amount of the share and its method of calculation if the remuneration consists in a participation, or the amount of the wages and the amount of the share and its method of calculation, if both forms of remuneration are linked; and the possibly agreed minimum fee,*
7. the agreed hours of work and hours of rest,
8. the duration of paid annual leave,
9. in case of a unlimited employment agreement or if the termination of a fixed-term employment agreement is agreed: the conditions, notice periods and dates for termination,
10. the crew members' entitlement to repatriation,
11. reference to collective bargaining agreements, company- or shipboard agreements, which are applicable to the employment agreement,
12. the health and social security protection benefits provided or to be provided to the crew member by the shipowner or other employer,
13. the place and date of conclusion of the crew members' employment agreement.

The particulars according to No. 6 to 10 and 12 may be replaced by details of collective bargaining agreements, company or shipboard agreements applicable to the employment engagement.



A model of a non-binding employment agreement can be found on www.deutsche-flagge.de in section Documents - Crew.



Written agreement about apprenticeship on board

Trainees on board must have a written agreement about their apprenticeship on board signed by both the shipowner (trainer) and trainee and his legal representative. [cf. § 81 und 82 (1) SeeArbG]

The shipowner must provide the trainee and his legal representative with a draft agreement including applicable collective bargaining agreements, company and shipboard agreements well in time before the intended signing. [cf. § 82 (1) SeeArbG]

Minimum particulars of an agreement about apprenticeship on board

Each agreement about apprenticeship must contain the following particulars: [cf. § 82 (2) SeeArbG]

1. the shipowners' (trainer's) full name and address; in case of a different trainer the full name and address of the trainer as well as the name and address of the shipowner,
2. the trainees' full name, date of birth, place of birth and full address,
3. the date of the commencement of the agreement about apprenticeship,
4. the nature, objective and timely structure and objectives of the training, especially the profession, the training is stipulated for,
5. the period of apprenticeship,
6. the training measures outside the training centre,
7. the period of time of the regular daily hours of training and hours of rest,
8. the probationary period,
9. due date and amount of remuneration; *in the case of fishing vessels: the amount of the share and its method of calculation, if participation in the catch is ensured,*

10. the duration of annual leave,
11. the prerequisites under which the agreement about the apprenticeship on board may be terminated,
12. reference to collective bargaining agreements, company- or shipboard agreements, if applicable to the agreement about apprenticeship,
13. the health and social security protection benefits to be provided to the trainee by the shipowner (trainer) or different trainer,
14. the trainees' entitlement to repatriation,
15. the date when and the place where the agreement about apprenticeship has been concluded.

In case of fishing vessels: the agreement shall also include the name and the registration number of the fishing vessel or vessels on which the crew member is employed, and the voyage or voyages to be undertaken if they can be identified at the time the agreement is concluded.

The particulars according to No.7, 9 to 11, 13 and 14 may be replaced by details of collective bargaining agreements, company or shipboard agreements applicable to the agreement about apprenticeship.

Information about terms of the agreement

It must be ensured that crew members easily receive clear information about their agreement conditions. For this purpose, a copy of the Maritime Labour Act, the Maritime Labour Convention and of the Agreement concluded by the European Community Shipowners' Associations and the European Transport Workers' Federation on the Maritime Labour Convention, 2006 must be provided on board at a suitable location. In addition, a copy of each employment agreement and agreement about apprenticeship shall be carried on board as well. *[cf. § 29 (1) SeeArbG]*

If the crew members' employment agreement or agreement about apprenticeship refers to a collective bargaining agreement, company or shipboard agreements, these documents need to be laid out on board at a suitable location. *[cf. § 29 (2) SeeArbG]*

On ships engaged in international voyages the following documents shall be provided on board in English translation: *[cf. § 29 (3) SeeArbG]*

- a copy of a standard employment agreement and, if applicable, agreement about apprenticeship,
- the applicable collective bargaining agreements, company and shipboard agreements referred to in the employment agreements,
- a copy of the Maritime Labour Act und the Maritime Labour Convention,
- a copy of the Agreement concluded by the European Community Shipowners' Associations and the European Transport Workers' Federation on the Maritime Labour Convention, 2006.

Termination of the employment engagement

The employment engagement can be terminated by the shipowner or the crew member by ordinary or extraordinary termination. In the case of an ordinary termination, specific notice periods are applicable. Specific notice periods do not apply to extraordinary termination. *[cf. § 65 SeeArbG]*

The ordinary termination towards a master or a ship officer can only be issued by the shipowner. *[cf. § 65 (3) SeeArbG]*

A fixed-term employment agreement can only be terminated ordinarily if it has been agreed in the employment agreement. *[cf. § 15 (3) TzBfG]*

A termination shall always be in writing. *[cf. § 65 (2) SeeArbG]*

Unless otherwise agreed, the employment agreement continues beyond the notice period until arrival at a port where the repatriation of the crew member and his replacement by a substitute is safe and possible with accessible public transportation. *[cf. § 66 (5) SeeArbG]*

Ordinary termination - Basics

In case of an ordinary termination of the agreement by the crew member or shipowner both of them have to observe the notice periods as follows: *[cf. § 66 (1) SeeArbG]*

- one week within the first 3 months of the agreement (legal probation period),
- if the first voyage takes longer than three months, during the first six months the termination may be declared within three days after the end of the voyage with a notice period of one week (extended legal probation period),
- four weeks to the 15th day or to the end of the calendar month if the periods mentioned in number 1 and 2 are expired,
- two months to the end of the calendar month if the employment engagement has existed for at least two years.



Ordinary termination - Particularities master

For the master applies from the beginning of the employment engagement a notice period of 4 weeks to the 15th day or to the end of the calendar month. *[cf. § 66 Abs. 1 SeeArbG]*

Ordinary termination in case of long-standing employment engagements

In case of long-standing employment agreements (minimum 8 years), the notice periods rises for the shipowner **only** step-by-step from 3 months up to 7 months (if the contract has lasted for 20 years) to the end of the calendar months. *[cf. § 66 Abs. 3 SeeArbG]*

Extraordinary termination - Basics

The crew member or the shipowner on their own may terminate the contract for compelling reason without observing a period of notice (extraordinary termination). Furthermore, the crew member may terminate the contract for urgent family reasons without a notice period. *[cf. §§ 67, 68, 69 SeeArbG]*

Extraordinary termination by the crew member

A compelling reason for an extraordinary termination by the crew member is especially provided, if:

1. the shipowner or master is in serious default of his obligations towards the crew member,
2. the master significantly offends the honor of the crew member or ill-treats him or tolerates his ill-treatment by other persons,
3. the ship changes its flag,
4. annual leave is not granted contrary to the regulation § 58 (1) SeeArbG,
5. the ship calls a contaminated port or does not immediately leave the port after the outbreak of the contamination and this may lead to severe health hazard to the crew member,
6. the ship shall pass a risk area where it is exposed to hazards by armed conflicts, or if the ship does not immediately leave this area
7. the ship is not seaworthy,
8. the accommodations are harmful to health,
9. supplies of food and drinking water are insufficient or spoiled, or
10. the manning of the ship is inadequate.

In case of number 7 to 10 the crew member is only entitled to terminate the agreement extraordinarily if the deficiencies are not rectified within an appropriate period after the complaint. The right of termination under number 5 and 6 lapses if the reasons that lead to the termination were known to the crew member prior to departure of the ship. [cf. § 68 (1) SeeArbG]

A crew member may extraordinarily terminate the agreement without observing the notice period if it is necessary for an urgent family matter or another urgent personal matter. These are in particular: [cf. § 69 SeeArbG]

- childbirth of the wife or the life partner,
- death of the wife or the husband, a child, a parent or the life partner,
- serious illness of the wife or the husband, a child, a parent or the life partner.



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Extraordinary termination by the shipowner

In case of an extraordinary termination by the shipowner a compelling reason may be, especially, if the crew member: *[cf. § 67 SeeArbG]*

1. is incapable to perform his duties for reasons existing before the commencement of the employment engagement, unless the reasons were known to the shipowner at that time,
2. conceals an infectious disease by which others may be jeopardized, or if he does not notify the shipowner that he is a chronic carrier of typhoid or paratyphoid fever agents,
3. persistently neglects his duties arising from employment engagement or neglects them in a particularly rough way,
4. commits a criminal act making it unacceptable that he stays on board any further,
5. is unfit for work due to a criminal act committed by him.

The master is obliged to make immediately an entry in the ships' logbook about the extraordinary termination and the reason for it. A copy of the entry signed by the master has to be handed over to the crew member. *[cf. § 67 (2) SeeArbG]*



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Particularities concerning period of notice for apprentices

During the probation period, the agreement about apprenticeship may be terminated with a notice period of one week. *[cf. § 88 (1) SeeArbG]*

If the period of probation is finished, the agreement about apprenticeship may only be terminated: *[cf. § 88 (2) SeeArbG]*

- by compelling reason (§§ 67 (1) and 68 (1) SeeArbG) from both sides without observation of any notice periods,
- by the trainee with a notice period of 4 weeks if he gives up the apprenticeship.

Record of employment

The crew member is entitled to get a record of employment for his service on board the ship. **The document shall not contain any evaluation about the performance and conduct of the crew member or any reference on wages.** It must contain at least: *[cf. § 33 (1), (2), (4) SeeArbG]*

1. the crew members' full name, date of birth, place of birth and address,
2. the shipowners' full name and address; in case of a different employer the full name and address of the employer and the shipowner,
3. the ships' name, the ship type, the IMO identification number, gross tonnage, engine capacity and trade area
4. the date of the beginning and end of the duties on board,
5. type and duration of the service provide.

The record of employment has to be handed out or has to be submitted to the crew member in German and English language latest at the end of service on board. On board of ships on which the crew changes at short intervals or on ships calling regular at the same ports (e.g. ferries and tugs) the record of employment needs to be handed out or to be submitted only at the request of the crew member and on termination of the employment engagement. *[cf. § 33 (1) SeeArbG]*

A record of employment may be issued in electronic form with the crew members' consent.

The record of employment need not be necessarily signed.

Copies of the records of employment have to be retained by the shipowner for at least five years. *[cf. § 33 (5) SeeArbG]*



A model of a record of employment can be found on www.deutsche-flagge.de in section Documents - Crew.



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How to check the requirements on board



- Employment agreements, agreements about apprenticeship on board
- Records of employment
- Muster agreements, collective bargaining agreements, company or shipboard agreements
- Maritime Labour Act and Maritime Labour Convention
- Conducting private interviews
- Measures DMLC Part II

- *Are there copies of signed employment agreements of the crew members on board and do these agreements contain the required minimum details?*
- *Are copies of the collective bargaining agreement and the company and shipboard agreements on board the ship when the employment agreement refers to them?*
- *Are copies of the Maritime Labour Act and the Maritime Labour Convention available on board?*
- *Ships in international voyages: Are specimen employment agreements, collective bargaining agreements, company and shipboard agreements, the Maritime Labour Act and the Maritime Labour Convention provided on board in English translation?*
- *Get the crew members on the day of the end of service on board a record of employment?*
- *Do the records of employment not contain any statements about the quality of their work or reference on wages?*
- *Do private interviews with some crew members confirm that, on signing the employment agreement, they were given an opportunity to examine their agreements and seek advice before signing?*



3.6 Wages (Regulation 2.2)

Requirements

Due date, amount and payment of wages

The crew member is entitled to payment of the agreed wages for the duration of employment engagement. *[cf. § 37 (1) SeeArbG]*

The crew member has an entitlement to payment of wages for the period of travel to the place of taking up service. *[cf. § 37 (2) SeeArbG]*

Normally, wages shall be calculated and paid in EURO unless another legal currency is agreed in the employment agreement. If there is a mutual agreement between the shipowner and the crew member that payment shall be made in a different legal currency than stipulated in the employment agreement, the rate of currency exchange shall be at the rate as published by the European Central Bank and shall not be unfavourable to the crew member. *[cf. § 39 (1) SeeArbG]*



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The agreed wages are due at the end of each calendar month or at the end of the employment engagement. Variable components of wages are due to the end of the calendar month in which course they are available (generally at the end of the next calendar month). *[cf. § 38 (2) SeeArbG]*

No deductions shall be made from the crew members' wages in respect of obtaining or retaining employment. *[cf. § 39 (4) SeeArbG]*

The crew member is entitled to require the shipowner to remit all or part of his wages cashless directly to the crew member or to a person nominated by the crew member. The shipowner cannot demand from the crew member any reimbursement of the costs resulting from the cashless transfer. *[cf. § 39 Abs. 2 and 3 SeeArbG]*

Remunerations for trainees are subject to the same requirements with regard to due date, payment and accounting. *[cf. § 3 (2) SeeArbG]*

Monthly account of payment

At the end of each calendar month and at the end of the employment engagement, the shipowner has to draw up a monthly account in text form that is to be handed out to the crew member without delay. [cf. § 40 (1) SeeArbG]

The account of payment must contain the respective accounting period and the full details regarding the composition of payment, e.g. kind and amount of supplements, bonuses, premiums, special payments and allotments. If the wages are paid in a different legal currency than agreed in the employment contract, the exchange rate must be stated in the wage account. [cf. § 40 (2) SeeArbG]



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Payment for extra work

If crew members work longer than provided by § 43 (sea working time) and § 44 (port working time) a corresponding remuneration for the overtime work is to be paid by the shipowner. This does not apply for working time spent to avoid immediate risk for ship, persons and cargo or to carry out safety drills. [cf. § 51 SeeArbG]

Sale of goods (canteen) and provision of services

If the shipowner sales goods to a crew member or he provides services to him, he may only charge the average prime costs. [cf. § 41 SeeArbG]

How to check the requirements on board



- Seafarers' employment agreement
- Account of payment (access on a voluntary basis)
- Conducting private interviews
- Measures DMLC Part II

- *Do crew members get their agreed wages at the end of the calendar month and at the end of the employment?*
- *Do the crew members get a wage account at the end of the month and at the end of the employment engagement?*
- *The crew members must not reimburse any costs for the cashless transfer of wages!*
- *Does the rate of currency exchange correspond to the rate published by the European Central Bank (www.ecb.int/stats/exchange)?*
- *Do private interviews with some crew members confirm compliance with the requirements for payment of wages?*

3.7 Hours of work and hours of rest (Regulation 2.3)

Requirements

Regular daily working hours

The hours of work at sea and the hours of work in port regulated by §§ 43, 44 SeeArbG are the regular working time, which can only be derogated

- by collective bargaining agreement, company or shipboard agreement or
- by order of the master

Scope of hours of work at sea: *from the time of leaving the berth in port or the place on the roads for the purpose of starting or continuing the voyage*

Scope of hours of work in port: *from the time of mooring at a berth or anchoring in a roadstead*

Overview of the daily working hours at sea and in port

	Hours of work at sea	Hours of work in port
Watchkeeper	8 hrs. (Mon - Sun)	8 hrs. (Mon - Sat)
Day worker	8 hrs. (Mon - Sat)	8 hrs. (Mon - Fri) 5 hrs. (Sat)
Service personnel	8 (9*) hrs. (Mon - Sun)	8 (9*) hrs. (Mon - Sun)
Young crew members	at 6 days up to 8 hrs. (48 hrs. per week) <u>Watchkeeper:</u> 8 hrs. (Mon - Sun)	at 5 days up to 8 hrs. (40 hrs. per week)
*) may be extended up to nine hours provided that the working time regularly include a considerable amount of stand-by duty		



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Compensation for Sundays and public holidays

Crew members shall have a compensation of one day without work for each Sunday or public holiday on which they have worked or where the ship has been in port for less than 12 hours. Catering personnel is entitled to get two non-working days per month at a minimum. *[cf. § 52 (1) SeeArbG]*

Applies to young crew members: If they work on more than five days, they shall be granted another day off for the work on the sixth and seventh day in the week respectively. *[cf. § 53 (8) SeeArbG]*

Extension of regular working hours in exceptional cases

The master may order an extension of the regular working hours in exceptional cases (e.g. watch duty in port, arrival or departure of the ship, works to maintain the ship operation).

[cf. § 47 Abs. 4 SeeArbG]

Furthermore, the master may suspend the schedule of hours of work and hours of rest temporarily and require the crew members to perform any hours of work necessary for the immediate safety of the ship, persons on board, or cargo, or for the purpose of giving assistance to other ships or persons in distress at sea. *[cf. § 47 (1) SeeArbG]*

To avoid fatigue, safety drills shall be carried out in such a manner that a disturbance of the period of rest is limited to a minimum. *[cf. § 47 (2) SeeArbG]*

Applies to young crew members: A extension of regular working hours is only permitted in emergency cases or for carrying out safety drills. However, this only applies if no adult crew member can be engaged for this purpose. Such exceptional situations are to be recorded by the master.

[cf. § 53 (7) SeeArbG]



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Statutory regulations on maximum hours of work and minimum hours of rest

The Maritime Labour Act contains statutory regulations on maximum hours of work and minimum hours of rest.

On ships calling at several ports in short sequence (less than 36 hours between the seaward positions for pilot transfer) the following **minimum hours of rest** apply: *[cf. § 48 (2) SeeArbG]*

- 10 hours in any 24-hour period and
- 77 hours in any 7-day period

After the ship has left the area with short sequences of port calls and if a collective bargaining agreement or company or shipboard agreement **does not** apply the following maximum hours of work shall not be exceeded: *[cf. § 48 (1) SeeArbG]*

- 14 hours in any 24-hour period
- 72 hours in any 7-day period

In addition, the hours of work of crew members of a fishing vessel shall not exceed an average of 48 hours per week within twelve months. *[cf. § 42 (5) SeeArbG]*



In the case of emergencies as well as in case of performing safety drills the requirements on regular working hours, maximum hours of work and minimum hours of rest are not applicable. Safety drills carried out have to be identified in the working time records. *[cf. § 47(3) SeeArbG]*



Rest hours

Minimum Hours of rest may not be divided into more than two periods, one of which shall be at least six hours and the other shall be at least one hour in length. The interval between consecutive periods of rest shall not exceed 14 hours. *[cf. § 45 (3) SeeArbG]*

The master has to ensure that any crew member who performed work in an emergency situation during a scheduled rest period or participated in a safety drill is provided with an adequate period of rest. The compensatory rest period must cover at least the duration of the interruption of the rest period. *[cf. § 47 (3) SeeArbG]*



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If a crew member has to be on call and the period of rest is disturbed by a call-out for work, an adequate period of rest as compensation shall be provided. The compensatory rest period must cover at least the duration of the interruption of the rest period. *[cf. § 45 (4) SeeArbG]*

If a rest period is not granted after six and a half hours at the latest, the crew member is entitled to a rest break of at least 30 minutes. This will be extended to 45 minutes if the crew member is working continuously beyond nine hours. *[cf. § 45 (2) SeeArbG]*

Rest breaks shall be provided to young crew members as follows: *[cf. § 53 (5) SeeArbG]*

- at least 30 minutes in case of 4,5 to 6 hours of work,
- at least 60 minutes in case of more than 6 hours of work,
- Young crew members are not permitted to work continuously more than 4,5 hours without rest periods.

Deviating arrangements on working time by collective bargaining agreement or shipboard agreement

The statutory provisions on hours of work and hours of rest may **be** deviated from by collective bargaining agreement or shipboard agreement as follows: *[cf. § 49 (1) no. 2 and 3 SeeArbG]*

- increase of the regular working hours up to the limit of the minimum hours of rest,
- a minimum of 70 hours of rest in any 7-day period; this deviation may be exercised for a maximum of two consecutive weeks; the period between two deviating periods shall not be less than twice of the deviation,
- the minimum hours of rest may be divided in three periods, of which one shall have a minimum length of six hours and the two remaining a minimum length of one hour each. This exceptional regulation may be exercised for maximum two 24-hour-periods in each 7-days period.

These deviations comply with Part A-VIII/1 of the STCW-Code.

Deviating arrangements for certain types of ships

On ships of up to 2.500 gross tonnage, salvage vessels, sea- and salvage tugs in the North Sea and Baltic Sea, the regular working hours at sea for the watch keeping personnel may be extended up to 12 hours daily organized in a two-watch system. The requirements on the maximum hours of work have to be observed. [cf. § 46 (1) SeeArbG]



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The regular working hours on ships from which offshore-activities are carried out may be extended up to 12 hours daily. The requirements on minimum hours of rest have to be observed. [cf. § 11 Offshore-ArbZV]

Remark: Offshore activities are specific activities that are carried out for the construction, modification or for operation of structures, artificial islands or other installations at sea.



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In the case of fishing vessels, extra collective agreements may provide deviations from regular working hours and minimum rest periods during the catch and it's processing. [cf. § 49 (1) no. 4 SeeArbG]



Provisions on working time for masters and self-employed persons

Masters not going sea watches have to keep the minimum rest hours only. *[cf. § 42 (4) SeeArbG]*

The provisions of minimum hours of rest apply to crew members who are self-employed.
[cf. § 148 (2) SeeArbG]



Deviations from hours of work and hours of rest shall be noted in the record of hours of work and hours of rest. *[cf. § 3 (2) See-ArbZNV]*

Table of shipboard working arrangements, records of hours of work and hours of rest

On every ship, a table of shipboard working arrangements in German and English language (according to the model See-ArbZNV) shall be posted in an easily accessible place. The table shall include at minimum the following information: *[cf. § 50 (1) SeeArbG]*

- the schedule of service at sea and service in port for every crew member,
- the maximum hours of work and minimum hours of rest,
- agreed exceptions due to a collective bargaining agreement.

On every ship records of hours of work and rest shall be maintained in German and English language (according to the model See-ArbZNV) showing separately the daily hours of work and hours of rest for every crew member. *[cf. § 50 (2) SeeArbG]*

The records of hours of work and hours of rest may be provided in an electronic form.
[cf. § 3 (1) See-ArbZNV]

The records of hours of work and hours of rest shall be signed by the master, or a person authorized by the master and by the crew member at the end of the calendar month. *[cf. § 3 (3) See-ArbZNV]*

The crew member shall receive at the end of the month a copy of his record of hours of work and hours of rest *[cf. § 3 (4) See-ArbZNV]*



A model of a record of hours of work and hours of rest as well as the table of shipboard working arrangements can be found on www.deutsche-flagge.de in section Documents - Crew.

Instructions on how to check working hours and rest periods are given in the annex to this guideline.

How to check the requirements on board



- Records of work and rest
- seafarers' employment agreements
- Collective bargaining agreements
- Table of shipboard working arrangements
- Ships' log book
- Conducting private interviews
- Measures DMLC Part II

- *Is a table of shipboard working arrangements posted in an easily accessible place and does it include the required information?*
- *Are there any up-to-date and signed records of hours of work and rest?*
- *Do the crew members get copies of their records of hours of work and rest?*
- *Do applicable collective bargaining agreements permit exceptions from the provisions regarding maximum hours of work?*
- *Do records of hours of work and rest and ships' log books (ships' log book and engine log book) confirm that the requirements regarding hours of work and hours of rest are fulfilled?*
- *For the verification of hours of and hours of rest relating to the 24-hours period and seven-day period, the following principles apply:*
 - *It is to verify whether the crew members are rested if they perform their work.*
 - *The hours of work and hours of rest are therefore considered generally from a working time period.*
 - *The examination is carried out starting from the beginning or end of a working hour retroactively for a period of 24 hours.*
 - *The calendar day counting from 00.00 to 24.00 is relevant for the consideration of the seven-day period*
- *In case of suspected fatigue:* *Check limit cases, e.g. crew members, who work constantly at the upper limit of maximum hours of work, or cases in which abnormal interruptions of rest periods are noticed. When signs of concentration deficits, yawning or slow response time are observed, further investigation might be carried out.*



3.8 Entitlement to leave (Regulation 2.4)

Requirements

Entitlement to leave

Crew members have an entitlement to paid leave for every year of employment.
[cf. § 56 (1) SeeArbG]

The annual leave accounts at minimum 30 calendar days for each year of employment.
[cf. § 57 (1) SeeArbG]

Exceptions: [cf. § 57 (2) SeeArbG]

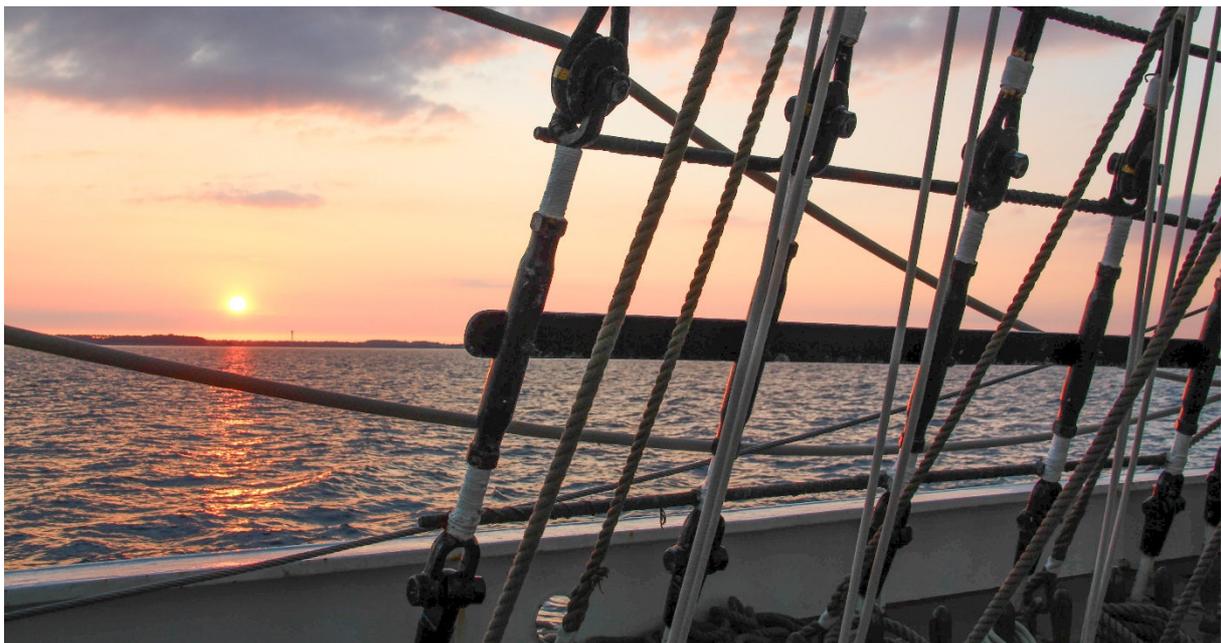
- Crew members under the age of 18 shall be granted 32 days of annual leave.
- Crew members under the age of 17 shall be granted 34 days of annual leave.

The following times are not to be counted against the minimum leave: [cf. § 57 (3) SeeArbG]

- public holidays recognized as such at the port of registry,
- periods of incapacity for work resulting from illness or injury as well as absence from work due to maternity protection,
- shore leave according to § 35 SeeArbG,
- compensatory recreation according to § 52 SeeArbG (Compensation for Sundays and public holidays).

Leave may only be forgone with pay as far as this cannot be granted due to the termination of the employment engagement. [cf. 64 (1) and (3) SeeArbG]

If possible, leave shall be granted after six months of service on board but latest until the end of the employment year. Leave shall be granted to young crew members latest after six months of service on board. [cf. § 58 (1) SeeArbG]



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Terms of leave

The wishes of the crew member shall be taken into consideration when determining the time at which leave shall be given. *[cf. § 58 (1) SeeArbG]*

A continuous leave shall be given unless a division is necessary due to serious operational reasons. *[cf. § 58 (2) SeeArbG]*

The travel expenses to the place of leave and from the place of leave to the place of resumption of the service on board have to be paid by the shipowner. *[cf. § 60 SeeArbG]*

Remark: Applies only to the minimum leave according to the Maritime Labour Act (SeeArbG). At the option of the crew member, the place of leave shall be

1. *the crew members' home,*
2. *the place at which the seafarers' employment agreement was concluded,*
3. *the place determined by a collective bargaining agreement, or*
4. *any other place agreed in the seafarers' employment agreement.*

Leave pay has to comply with the payment of wages according to § 37 SeeArbG. *[cf. § 61 (1) SeeArbG]*

Shore leave

Crew members are entitled to shore leave in their off-duty time so far as the ships' safety and time of departure permits it. *[cf. § 35 SeeArbG]*



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How to check the requirements on board



- Seafarers' employment agreements
- Collective bargaining agreements
- Conducting private interviews

- *Do documents (e.g. employment agreement) confirm that there is an entitlement to paid annual leave and that at minimum 30 days of leave per employment year are ensured?*
- *Is paid leave granted at the latest by the end of the employment and in case of young crew members after six months of service on board?*
- *Do private interviews with some seafarers confirm that they receive paid leave and that shore leave is granted?*

3.9 Repatriation (Regulation 2.5)

Requirements

Repatriation free of charge

Crew members are entitled to be repatriated free of charge. [cf. §§ 73, 76 SeeArbG]

The entitlement to repatriation exists in the following cases: [cf. § 73 SeeArbG]

1. in the event of illness or injury according to the provisions of § 105 SeeArbG,
2. in the event of the termination of the employment engagement; in the case of an ordinary termination when the notice period according to § 66 SeeArbG ended,
3. in the event of the shipowner not being able to continue to fulfil his legal or contractual obligations by reason of insolvency, sale of ship, change of ship's registration or any other similar reason,
4. if a ship is bound for an area of serious harm by armed conflicts to which the seafarer does not consent to sail to, or, when the ship does not immediately leave such an area.

The shipowner shall make all necessary precautions to carry out repatriation. The normal mode of transport shall normally be by air. [cf. § 76 Abs. 1 SeeArbG]



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Financial security for cases of abandonment

The shipowner of a ship other than a fishing vessel shall maintain an insurance or other financial security for cases of abandonment of a crew member which financially secure the statutory and contractual claims of the crew members. [cf. § 76a (1) SeeArbG]

Crew members are particularly regarded as abandoned if the shipowner: *[cf. § 76a (1) SeeArbG]*

1. does not pay the costs for repatriation,
2. does not satisfy the entitlement for medical care,
3. is in default with payment of wages for at least two months,
4. provides harmful accommodations,
5. provides insufficient supplies of food or drinking water,
6. fails to supply essential fuel for survival on board the ship.

Ships, which are required to have a Maritime Labour Certificate, must carry on board a certificate of the insurance or the other financial security. A copy of the certificate in English translation shall be posted in a conspicuous place on board. The certificate must have at least the following content: *[cf. § 76a (4) and (5) SeeArbG]*

1. name of the ship and port of registry,
2. call sign and IMO number,
3. name and address of the insurer or protection provider,
4. contact details of the persons or entity responsible for handling seafarers' requests for relief,
5. name of the shipowner,
6. period of validity of the insurance or the other financial security,
7. an attestation that the insurance or financial security meets the requirements of Standard A2.5.2 of the Maritime Labour Convention.

Copy of provisions regarding repatriation

The shipowner has to ensure that the crew members on board are provided with a copy of the applicable provisions regarding repatriation written in an appropriate language. *[cf. § 78 SeeArbG]*

Note: This requirement is fulfilled when a copy of the Maritime Labour Act is provided on board.

Repatriation of young crew members

When a young crew member has served on a ship for at least four months during his first foreign-going voyage and it becomes apparent that he is unsuited for life at sea, he is entitled to repatriate from a port of call from which a repatriation is possible with safe and public means of transport. *[cf. § 74 SeeArbG]*

How to check the requirements on board



- Seafarers' employment agreements
- Copy of applicable provisions for repatriation in an appropriate language
- Certificate of the financial security for cases of abandonment
- Conducting private interviews

- *Is a copy of applicable provisions for repatriation available on board in an appropriate language?*
- *Is a certificate about financial security for cases of abandonment available and posted in a conspicuous place on board?*
- *Do employment agreements confirm that repatriation at no costs to the crew members is granted and that the extent of repatriation complies with the legal requirements?*

3.10 Manning levels (Regulation 2.7)

Requirements

The shipowner and the master have to ensure that a sufficient number of qualified and competent crew members are on board to guarantee that the ship is operated safely, efficiently and with due regard to security under all conditions. [cf. § 21 SeeArbG]

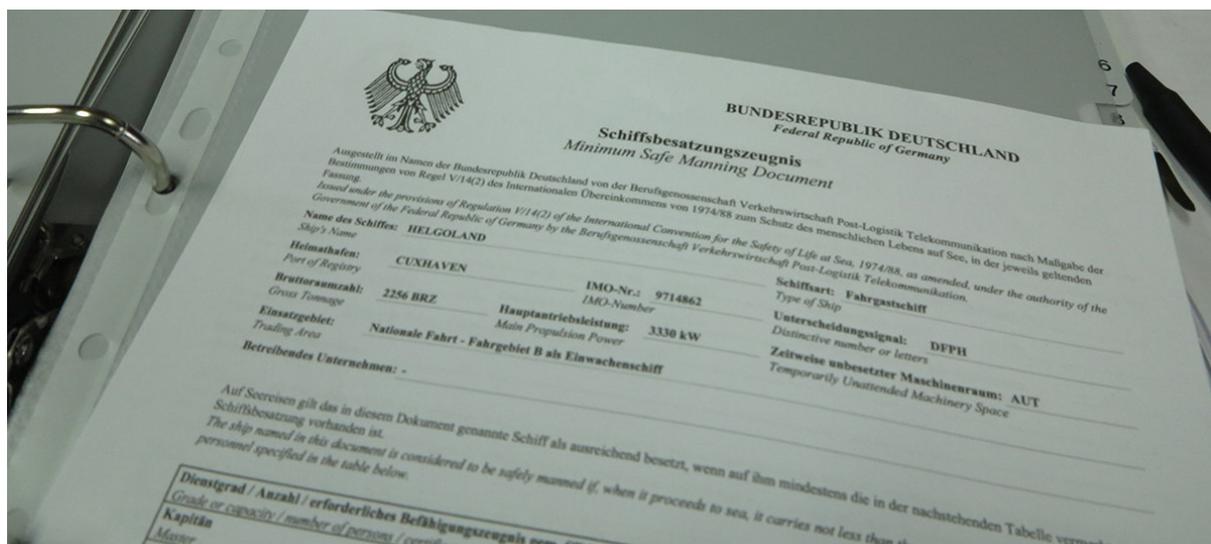
The ship is to be manned in accordance with the Minimum Safe Manning Certificate, which has to be carried on board of every ship. [cf. §§ 2, 3 und 8 SchBesV]

The master is obliged to maintain a crew list which at any time reflects the total composition of the crew. The crew list shall follow the model published by the Dienststelle Schiffssicherheit. [cf. § 22 (1) SeeArbG]

If the ship is engaged exclusively on domestic voyage, the master may document the composition of the ships' crew in the ships' log book. [cf. § 22 (2) SeeArbG]



A model of a crew list can be found on www.deutsche-flagge.de in section Documents - Crew.



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How to check the requirements on board



- Minimum Safe Manning Certificate
- Table of shipboard working arrangements
- Conducting private interviews
- Measures DMLC Part II

- Do the number and qualification of crew members listed in the crew list meet the requirements as set out by the Minimum Safe Manning Document?
- Does the table of shipboard working arrangements confirm that the manning requirements have been implemented?
- Do private interviews with some crew members confirm that the requirements are met?

3.11 Accommodation and recreational facilities (Regulation 3.1)

Requirements

Each crew member has an entitlement to safe, healthy and decent accommodation and facilities for the period of the employment engagement. Hereby it is to ensure that the social, cultural and religious needs of the crew members are duly considered. [cf. § 93 SeeArbG]



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The Ordinance on Accommodation in Maritime Shipping in the respective current version contains the requirements for accommodation of crew members and exemptions for specific ships.

On ships, which are keel-laid before the 01 August 2013, the Ordinance on Crew Accommodation on board Merchant Ships dated 08. February 1973 (LogisVO) is applicable respectively the ILO Conventions 92 and 133 when these ships change from a foreign flag to the German flag.

During the operation of the ship the shipowner especially has to ensure, that

- the accommodation is maintained and properly lighted,
- air quality beneficial to health and sufficient ventilation are provided by ventilation and air conditioning systems,
- adequate heat through a heating installation is conducive to good health,
- hot and cold running drinking water is available in all wash places,
- every fourteen days clean bedding and weekly at least two fresh towels are provided to the crew members,
- mattress, blanket and pillow are being thoroughly cleaned, when the user of the berth changes,
- separate sleeping rooms and sanitary facilities are provided for men and for women,
- no accommodation and recreational spaces on deck are exposed to noise and vibration that are not conducive to good health.

Remark: In establishing noise and vibration limits for accommodation spaces and recreational spaces on deck, the protection standards recommended in the guidelines of the ILO and IMO as well as in relevant ISO standards are to be considered. (e.g. Resolution MSC.337(91) Code on noise levels on board ships; ISO 6954:2000 Guidelines for the measurement, reporting and evaluation of vibration with regard to habitability on passenger and merchant ships)



The master or a ships' officer nominated by the master shall inspect accommodation and recreational facilities monthly. When an inspection of day and sleeping rooms is carried out consent of the respective crew member is required. The results of the inspection and the implemented measures are to be recorded in the ships' log book. [cf. § 93 (3) SeeArbG]



If substantial changes are made to the accommodation on board the ship, a new document review with follow-up inspection on board is to be carried out by the Dienststelle Schiffssicherheit. This applies to certified and non-certified ships.

How to check the requirements on board



- Crew list
- Records of inspections of the accommodation and recreational facilities
- Verification list „Accommodation and recreational facilities“
- Records of sound pressure level and vibration measurements in accommodation spaces
- Conducting private interviews
- Measures DMLC Part II

- *Does the number of persons on the crew list correspond with the number of available sleeping rooms?*
- *Inspect accommodation and recreational facilities at random on the basis of the inspection list „Accommodation and recreational facilities“.*
- *The requirements regarding lighting, climate, heating and prevention of noise and vibration are met?*
- *Do records confirm that inspections of accommodation spaces are carried out monthly?*

3.12 Food and Catering (Regulation 3.2)

Requirements

Entitlement to food and catering

Crew members are entitled to get food and drinking water free of charge and in appropriate quality and quantity during the period of engagement. [cf. § 97 (1) SeeArbG]

Food is adequate when it ensures an appropriate and balanced nutrition concerning nutrition value, quality and variation. In this connection, the number of crew members on board, their religious practices and cultural peculiarities as well as the duration and nature of the voyage shall be observed. [cf. § 97 (1) SeeArbG]

Qualification of the ship's cook and catering personnel

Crew members who are engaged as a ships' cook have to be trained and qualified in preparing food and must be at minimum 18 years old. Crew members may work as a ships' cook when they are in possession of: [cf. § 7 (1) SchBesV]

- a certificate of final examination in an apprenticeship as a cook or another relevant apprenticeship according to national law, or

Remark: The other relevant apprenticeships include in particular butcher, baker and confectioner.

- a certificate of participation in an instruction in catering according to § 4 (1) no. 4 Gaststättengesetz, issued by a Chamber of Commerce and Industry, or
- a certificate of proficiency as a ships' cook issued by a member state of the Maritime Labour Convention, or
- an equivalent certificate of another state.

The requirement of a qualified ships' cook may be omitted on ships with a manning of less than ten crew members when the crew member who prepares food in the galley is trained or instructed in areas including food and personal hygiene as well as handling and storage of food on board ship. [cf. § 7 (2) SchBesV]

Remark: The crew member responsible for the preparation of food must provide a medical certificate that includes fitness for catering service.



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In exceptional circumstances, the Dienststelle Schiffssicherheit may permit that another crew member carries out the duties of the cook for a specified limited period until the next convenient port of call or for a period not exceeding one month, provided that the crew member, who takes over the duties, is trained or instructed in areas including food and personal hygiene as well as handling and storage of food on board the ship. [cf. § 10 (6) SchBesV]

Instruction of catering personnel

The shipowner has to ensure that the drinking water, the drinking water supply plant and its operation as well as the food complies with the applicable regulations relating to drinking water and food. Further, it has to be ensured that the catering staff receives appropriate instructions in this. [cf. § 97 (2) SeeArbG]

Especially, the catering personnel is to be instructed before commencing duty on board and subsequently every two years about prohibitions of activity and reporting obligations in accordance with §§ 42, 43 Infection Protection Act. Instructions need to be recorded in the ships' log book. [cf. § 97 (2) SeeArbG]

The catering personnel underlie a large number of food hygiene rules. The Dienststelle Schiffssicherheit developed food hygiene guidelines, which provide an overview about the legislation applicable to the food sector as well as recommendations for food hygiene. The content of the guideline intends to carry out well-targeted training and instruction of personnel on board.



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The Food Hygiene Guidelines can be found on www.deutsche-flagge.de in section Documents - Crew.

Inspections

The master or another person designated by him has to ensure that monthly inspections of

1. the supplies of food and drinking water,
2. the provision rooms and equipment used for storage of food and drinking water,
3. the galley and other equipment used for preparing and serving food

will be carried out. The inspections must be recorded in the ships' log book. [cf. § 98 SeeArbG]

Drinking water

The drinking water needs to comply with the requirements according to the Drinking Water Ordinance. Drinking water shall not exceed the limits for microbiological and chemical parameters according to the annex of the Drinking Water Ordinance. [cf. § 4 (1) Drinking Water Ordinance]

For the treatment of water only conditioning matters and disinfectant processes are permitted, which are mentioned in the list of approved conditioning matters and disinfectant processes issued by the German federal ministry of health. [cf. § 11 (1) Drinking Water Ordinance]



The list of approved conditioning matters and disinfectant processes can be found on:
<http://www.umweltbundesamt.de/wasser/themen/trinkwasser/trinkwasseraufbereitung-stoffliste.htm>

According to § 3 of the SeeUnterkunftsV, the shipowner has to ensure that the drinking water facilities comply with the effective state of technology. Standard for this is, inter alia, the norm DIN EN ISO 15748-1 (Potable water supply on ships) which provides that the drinking water on board shall be microbiological examined at least annually. The preparation of the sample is carried out under the supervision of a ship's officer according to a recognized standard, e.g. ISO 19458 (10 l rinsing, flaming or disinfecting the sample tap, sterile containers), the evaluation is carried out according to an internationally recognized standard, e.g. ISO / IEC 17025.

Examination scope: Escherichia coli (E.coli), enterococci, coliform bacteria, colony count 22 °C, colony count 36 °C, Chlorine dioxide, temperatures hot and cold water. Further information is also available from the WHO Guide to Ship Sanitation in its current form.

How to check the requirements on board



- Crew list
- Certification of qualification of the cook
- Reports about microbiological drinking water analyses
- Documents about inspection of catering, provision rooms and galley
- Documents about training of persons preparing food instead of the ships' cook.
- Evidence of training and instruction of galley and catering personnel
- Food Hygiene-Guideline
- Conducting private interviews
- Measures DMLC Part II



- *Do crew lists and certificates confirm that the ship's cooks are 18 years of age or older and that they are trained and qualified accordingly?*
- *Is the galley and catering personnel trained and instructed accordingly?*
- *Have inspections of provision and drinking water, provision rooms, galleys and equipment been carried out monthly?*
- *Random checks of galley, pantry and provision rooms.*
- *Are food and drinking water of appropriate quality and quantity?*
- *Are food supplies varied in nature according to menu plans and by visual observation of provisions?*
- *Is the drinking water of good quality? How is the water quality monitored?*
- *Are microbiological drinking water analyses carried out periodically?*
- *Do private interviews with some crew members confirm that the requirements of providing food and catering in an appropriate quality and quantity and free of charge are adhered to?*

3.13 Medical care on board ship and ashore (Regulation 4.1)

Requirements

Provision of medical care free of charge

In the event of illness or injury the crew member is entitled for the period of the employment engagement to receive prompt and adequate medical care at the cost of the shipowner. *[cf. § 99 (1) SeeArbG]*

The entitlement to medical care covers all appropriate measures for protecting health and medical treatment that includes: *[cf. § 99 (3) SeeArbG]*

- necessary dental treatment,
- food and accommodation for an ill or injured crew member,
- supply with necessary pharmaceuticals and other aids for care,
- access to medical equipment and facilities for diagnosis and treatment,
- access to medical information and expertise advice.

The crew member has the right to consult a qualified medical doctor or dentist without delay in ports of call. *[cf. § 99 (4) SeeArbG]*

Standard medical report form

For the documentation of medical treatment, a standard medical report form (published specimen) is to be used. Its content is to be kept confidential and shall only be used to facilitate the treatment of the crew member. *[cf. § 109 (4) SeeArbG]*



The medical report form is part of the "Stand der medizinischen Erkenntnisse" (Annex 6) and can be found on www.deutsche-flagge.de in section Documents - Maritime Medicine



Medical equipment on board

The ship, lifeboats and rescue boats belonging to the ship have to be fitted with medical equipment appropriate to the requirements for the ship type, the number of persons on board and the trading area. *[cf. § 107 (2) SeeArbG]*

The medical equipment especially includes *[cf. § 107 (2) SeeArbG]*

- the pharmaceuticals, medicines, medical aids and other medical equipment stored in the ships' pharmacy, medical chest or first aid kit,
- the necessary documentation of daily or actually necessary medical treatment and the use of the ships' pharmacy and other medical equipment, especially log books and medical report forms,
- necessary medical guides.

The medical equipment must be appropriate regarding its content, its storage, its labeling and its application, including facilities for documentation to ensure the protection of health of persons on board and to ensure an immediate and appropriate on board treatment.



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The medical equipment meets the requirements when it complies with the medical standard as published in the Transport Gazette or in the Official Federal Gazette (state of the medical findings) in the current version. [cf. § 107 (2) SeeArbG]

List of medical equipment

Ships (except fishing vessels) shall be equipped as follows:

Trading area	Persons on board	Register
Worldwide trade	up to 20 persons	A1 + Emergency bag
	21 to 99 persons	A2 + Emergency bag
European Trade	up to 20 persons	B1 + Emergency bag
	21 to 399 persons	B2 + Emergency bag
	400 to 800 persons	B2 + Emergency bag + module for medical doctor
National and near coastal voyages	2 to 99 persons	C1
	100 to 399 persons	C2 + Emergency bag
	400 to 800 persons	C2 + Emergency bag + module for medical doctor
On ships with medical doctor	Register for medical doctor + Emergency bag + module for medical doctor	

Fishing vessels shall be equipped as follows:

Trading area	Persons on board	Register
Deep sea fishing	up to 20 persons	A1 + Emergency bag
	21 to 99 persons	A2 + Emergency bag
High sea fishing	1 to 99 persons	B1 + Emergency bag
Coastal fishing	2 to 99 persons	C1
National and near coastal fishing	1 Person	first-aid kit according to DIN 13169

Remark: In case of deviations from the number of persons given for the respective register additional equipment, defined by the Dienststelle Schiffssicherheit, must be carried on board the ship.

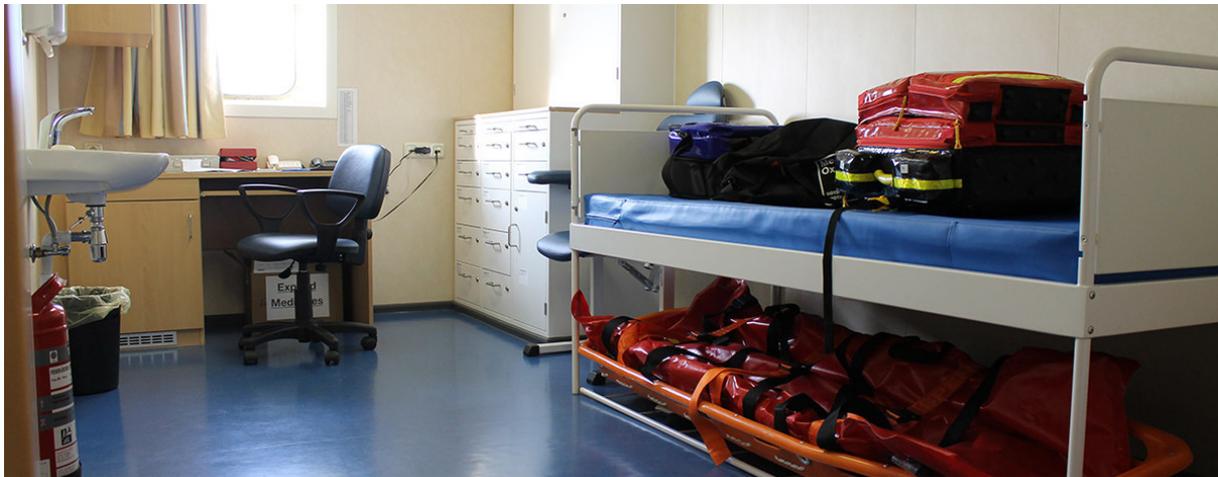


Charts displaying the relevant trading areas are available at the annex of this guideline.

Internal verifications on board

The shipowner has to ensure by internal checks at least every twelve months that the medical accommodations and equipment are always in proper condition. The shipowner shall involve a public pharmacy in carrying out the inspection and the necessary completion of the medical equipment with medicines and medical devices. Records of these internal checks and services of the pharmacy shall be properly maintained and have to be kept on board for minimum five years from the date of issuance.

[cf. § 109 Abs. 3 SeeArbG]



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Qualification of persons responsible for medical care on board

All ships, excluding ships engaged in national voyages, with a voyage of more than three days duration and with 100 persons or more on board need to have a qualified medical doctor according to the provisions of the ordinance of maritime medicine, who is responsible for medical care on board. If there are more than 800 persons on board, a second medical doctor is required.

[cf. § 6 (1), (2) SchBesV]

Ships with a ships' doctor have to carry personnel for health and nursery as follows: [cf. § 6 (3) SchBesV]

- ships carrying 100 persons or more: one person
- ships carrying more than 500 persons: two persons

- ships carrying more than 800 persons: three persons
- ships carrying more than 1200 persons: four persons

On a ship without a doctor the master is responsible for carrying out the medical treatment. But he may delegate this task to a ships' officer. The master and the ships' officers who are responsible for carrying out medical treatment shall have to attend every five (5) years an approved medical refresher course. [cf. § 109 (1) SeeArbG]

Duration of the medical refresher courses:

Worldwide and European trade: 5 days (40 hours)

National and near coastal trade: 2 days (16 hours)

The Dienststelle Schiffssicherheit approves medical refresher courses. [cf. § 109 (1) SeeArbG]



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How to check the requirements on board



- Crew members' employment agreements
- Standard medical report form
- Records about internal verification of the medical accommodations and medical equipment
- If applicable, certificates of medical refresher courses
- Conducting private interviews
- Measures DMLC Part II

- *Is it ensured that medical care is provided to the crew member free of charge for the period of employment engagement?*
- *Is the ship equipped with appropriate medical equipment and are the equipment and medical accommodation subject to an internal verification every 12 months?*
- *Ships that are not required to carry a medical doctor: Is the master or a ships' officer in charge of medical care, and are these persons in possession of the necessary qualification?*
- *Is the standard medical report form on board handled confidentially?*
- *Do private interviews with some crew members confirm that they have access to medical treatment on board that is free of charge, and that they have the opportunity to visit a qualified medical doctor or dentist without delay in ports of call?*
- *Does the medical treatment room provide facilities to direct medical advice by radio or satellite communication system and is the officer in charge familiarized with the operation of it?*

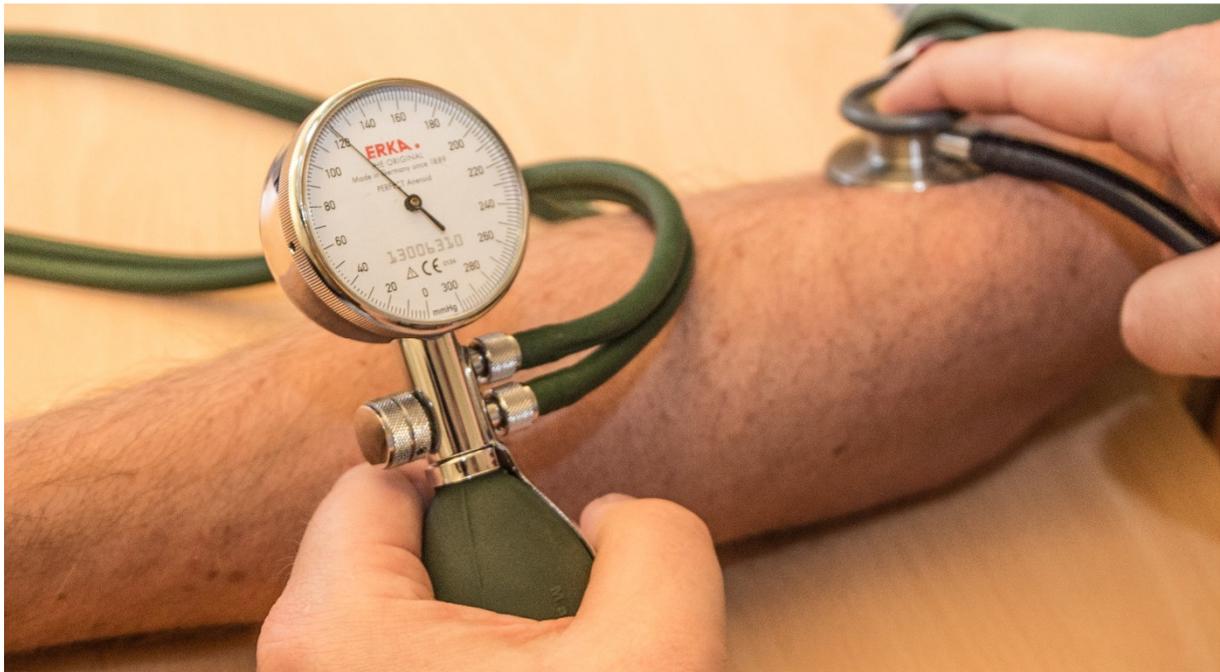
3.14 Shipowners' liability (Regulation 4.2)

Requirements

Medical care at the cost of the shipowner

For the duration of the seafarers' employment engagement in the event of an illness or injury the crew member is entitled at the cost of the shipowner to prompt and adequate medical care until the illness or inability to work has been declared as permanent. [cf. § 99 (1) SeeArbG]

Medical care at the cost of the shipowner lapses for each crew member latest at the end of the 26th week after crew member has left the ship. In the event of an injury caused by an occupational accident, medical care ends when the competent accident liability insurance begins with its payments. [cf. § 103 (2) SeeArbG]



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Continued payment of wages and sick pay

A crew member who is unfit for work because of illness or injury is entitled to continuation of payment of wages from the beginning of the inability to work at least until the day on which crew member leaves the ship. [cf. § 104 (1) SeeArbG]

When leaving the ship the entitlement to continuation of payment lasts for a period of up to six weeks from the beginning of the incapacity for work. [cf. § 3 (1) EntgFG]

Following the entitlement to continuation payment of wages the shipowner has to pay the crew member for the period of inability to work or hospital treatment an amount at the level of the sickness pay by a public health insurance - at maximum further 10 weeks. This entitlement ends 16 weeks after the beginning of the inability to work. If the crew member is insured in public health insurance these further 10 weeks of sickness pay are covered by the public health insurance. [cf. § 104 (2) SeeArbG]

For seafarers insured in the public health insurance the gross sickness pay is 70 % of the average payment for seafarers, but 90 % of the last net remuneration at maximum.

Obligation to provide compensation for occupational accidents and diseases

The shipowner of a ship that is not a fishing vessel shall maintain an insurance or another financial security, which compensate crew members or their survivors in case of disability or death of crew members due to occupational accidents or diseases. *[cf. § 106a (1) SeeArbG]*

A certificate of the insurance or the other financial security must be carried on board the ship. A copy of the certificate in English translation shall be posted in a conspicuous place on board. The certificate must have at least the following content: *[cf. § 106a (3) and (4) SeeArbG]*

1. name of the ship and port of registry,
2. call sign and IMO number,
3. name and address of the insurer or protection provider,
4. contact details of the persons or entity responsible for handling seafarers' requests for relief,
5. name of the shipowner,
6. period of validity of the insurance or the other financial security,
7. an attestation that the insurance or financial security meets the requirements of Standard A4.2.1 of the Maritime Labour Convention.

On the occurrence of occupational accidents or diseases, the statutory accident insurance accepts in principle all costs for treatment and medical, occupational and social rehabilitation in accordance with the Seventh Book of the Social Code (SGB VII). This satisfies the requirements of the amended Maritime Labour Convention. The shipowner is not required to provide additional financial security as far as the crew members are compulsorily insured in the statutory accident insurance on ships flying the German flag. The necessary certificate will be issued and forwarded to the shipowner by the Dienststelle Schiffssicherheit.

Foreign crew members with an assignment certificate A1 are not compulsorily insured in the statutory accident insurance. In these cases, the shipowner must provide by means of an additional insurance (e.g. P&I) that the crew members concerned or their survivors are adequately protected in accordance with the requirements of the amended Maritime Labour Convention. In this case, the insurer must issue the certificate.

Decease of a crew member

The shipowner bears the costs of the funeral where a crew member has deceased in connection with his or her employment or as a result of it. *[cf. § 79 (2) SeeArbG]*

Care for belongings and wage account of a deceased or missing crew member

The shipowner has to ensure, that the belongings are soonest forwarded to the heirs of the deceased or the relatives of the missing crew member. The shipowner shall transfer the wage account to the heirs or the relatives. *[cf. § 80 SeeArbG]*

Care for belongings and wage account of an ill or injured crew member

When a crew member due to illness or injury has to be left behind ashore, the master shall entrust the belongings of the crew member to the local representative of the shipowner. The crew member needs to consent to the hand-over. The master shall ensure that a list of the effects and the wage account of the crew member is set up with giving the location of the deposit. The list shall be signed by the master and by another crew member. A copy of the list shall be handed over to the crew member that is left behind. [cf. § 106 SeeArbG]

No.	German Description	English Description	Value
1.	Name des Schiffes / name of the ship	Name of the ship	ELSA
2.	Heimathafen des Schiffes / port of registry of the ship	Port of registry of the ship	Hamburg
3.	Rufzeichen des Schiffes / call sign of the ship	Call sign of the ship	OLAF
4.	IMO-Nummer des Schiffes / IMO number of the ship	IMO number of the ship	1010101
5.	Name und Anschrift des Trägers bzw. der Träger der finanziellen Sicherheit name and address of the provider or providers of the financial security	Name and address of the provider or providers of the financial security	BG Verkehr Bezirksverwaltung Hamburg Ottenser Hauptstraße 54 22765 Hamburg / Germany
6.	Kontaktinformationen der Personen oder der Stelle, die für die Behandlung der Hilfeersuchen der Seeleute zuständig sind contact details of the persons or entity responsible for handling seafarers' contractual claims	Contact details of the persons or entity responsible for handling seafarers' contractual claims	Mail: hamburg@bg-verkehr.de Phone: +49 40 325220-0 Fax: +49 40 325220-2699 www.bg-verkehr.de
7.	Name des Reeders / name of the shipowner	Name of the shipowner	Nordberg GmbH
8.	Gültigkeitsdauer der finanziellen Sicherheit	Validity period of the financial security	

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How to check the requirements on board



- Crew members' employment agreement
- Collective bargaining agreements
- Evidence of financial security for compensation for occupational accidents or diseases
- Conducting private interviews

- Do the seafarers' employment agreements and/or collective bargaining agreements cover the protection of crew members in case of illness?
- Is a certificate on financial security for occupational accidents or diseases carried on board and is a copy of this certificate posted in a conspicuous place on board?

3.15 Health and safety protection and accident prevention (Regulation 4.3)

Requirements

Occupational health and safety system on board of ships

Occupational health and safety on board ships is regulated by the own management system of the shipowner. The essential framework for this is constituted by national state requirements (for example, laws, ordinances) and by the autonomous liability insurance association law (for example accident prevention regulations DGUV Regulation 84 "Accident prevention regulation - Shipping Enterprises", DGUV Regulation 1 "Accident prevention regulation - principles of prevention"). The following overview reflects only basic requirements.

Shipowners' basic obligations

The shipowner shall take the necessary measures to prevent occupational accidents, occupational diseases and work-related health hazards. At regular intervals, the shipowner checks the effectiveness of his measures and, if necessary, adjust them with the aim of continuously improving the level of protection. *[cf. § 3(1) ArbSchG]*

By this, the shipowner protects his crew against maritime and fire risks and other risks to life and health. *[cf. et al § 114(1) SeeArbG]*

In order to be able to take necessary measures, the shipowner assesses the risks to his seafarers associated with the work on board and derives the required resources and scope from it. *[cf § 5 ArbSchG]*

Assessments and measures refer to the entire ship operation including

- work equipment (e.g. tools, agents such as cold cleaners),
- devices and installations (e.g. auxiliary diesel, workbench, kitchen equipment),
- workflows (e.g. planning, resources, processes),
- living and working conditions on board,
- first aid.

This includes the assessment of hazards, which are resulting from

- exposure to physical, chemical and biological agents,
- insufficient qualification and familiarization,
- psychological stress on board during and outside working hours,
- workflows and processes.

[cf. et al § 5(3) ArbSchG]

The shipowner must not issue any instructions that are detrimental to safety. *[cf. et al § 2(4) DGUV Reg. 1]*

As a result of the measures, physical and mental hazards should be avoided or kept as low as possible. A certain hierarchy has to be maintained (**TOP principle**):
[cf. § 4 ArbSchG]

1. dangers to be eliminated at their sources (technical),
2. organizational measures (organization),
3. personal (individual) measures (personal).

Management of occupational health protection

Based on the identified hazards and the number of employees, the shipowner ensures protection of his crew by an individual tailored management system considering the company's needs. The organization describes required resources, arrangements, responsibilities, obligations and the individual processes.
[cf. § 3(2) ArbSchG]

The shipowner is supported by the company physician and occupational safety specialist (FASi/SiFA), whom he integrates into the organization in accordance with the specifications of the ASiG and the DGUV Reg.2 (occupational health and safety advice by qualified persons). [cf. § 1 ASiG, DGUV Reg.2]

In addition to the shipowner, the legal representatives, masters, executives of the company within their assigned power and other persons with obligations under accident prevention regulations or statutory ordinances are responsible for occupational health and safety. The shipowner may delegate his duties / obligations in writing to reliable and competent persons. [cf. § 13 ArbSchG, § 13 DGUV Reg.1]

When transferring duties / obligations, the shipowner ensures that, the crew members are competent and sufficiently qualified for these tasks. [cf. § 7 DGUV Reg.1]

Dangerous work, lone work as well as access limitations and prohibitions require special measures to be defined within the organization. [cf. § 9 ArbSchG, §§ 8, 9 DGUV Reg.1]

Ships that are subject to the ISM-Code (SOLAS Chapter IX and Regulation 336/2006 (EC)): The company has to implement and maintain a safety management system, pursuing following objectives, among others:

- provide for safe practices in ship operation and a safe working environment,
- assess all identified risks to its ships, personnel and the environment and establish appropriate safeguards; and
- continuously improve safety management skills of personnel ashore and aboard ships, including preparing for emergencies related both to safety and environmental protection.

Within the safety management system, the shipowner shall take into consideration the *Guidelines on the basic elements of a shipboard occupational health and safety programme* (IMO Circular MSC-MEPC.2/Circ.3, VKBl. 2010 S. 401). [cf. Annex C.1.6 SchSG]

Risk assessment

The risk assessments, the protection measures taken and the verification of their effectiveness must be documented. [cf. § 6 ArbSchG]

The basic process of a risk assessment involves the following steps:

1. Define work areas and work activities (jobs),
2. Identify hazards,



3. Assess these hazards,
4. Determine and implement safety measures (control measures),
5. Verification the effectiveness of the measures and adjustment to changed conditions (effectiveness check).

Hazard factors can be for example:

1. Mechanical (e.g. falling, tripping, uncontrolled moving parts such as swinging unsecured load, unprotected moving machinery parts),
2. Electrical (e.g. arcs, body currents),
3. Chemical (hazardous substances),
4. Biological (microorganisms and viruses),
5. Psychological (e.g. stress, bullying and harassment),
6. Physical (e.g. radioactivity, UV radiation, noise and vibration, pressure),
7. Thermal (hot and cold media),
8. Fire and explosion.



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Emergency preparedness

Measures by the shipowner include emergency response measures (e.g. fire, explosion, uncontrolled leakage of substances, dangerous operational impacts, first aid).

[cf. paragraph 8 ISM Code, § 10 ArbSchG, § 22 DGUV Reg.1]

Personal protective equipment

The shipowner provides to the crew members appropriate personal protective equipment (PPE). Through his organization he ensures:

- intended use,
- familiarization on the safe use and provision of appropriate operating instruction,
- regular inspection, care and proper storage,
- individual use (use by one person),
- hygiene measures, when circumstances require the use of one PPE by different employees.

The selection of the correct PPE is based on the risk assessment, the safety data sheets (e.g. hazardous substances), manufacturers' instructions for machinery and equipment and other supporting selection criteria, such as the DGUV. [cf. PSA User Regulation, DGUV Information 212-515]



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3

Occupational health and safety familiarization

Crew members will be instructed and familiarized on occupational health and safety before starting their activities, when needed and at regular intervals. By this they are familiarized with the organization of the shipowner, his instructions and the duty to cooperate. [cf. § 12 ArbSchG, § 4 DGUV Reg.1]

Safety representatives and ships' safety committee

On ships with five or more crew members, at least one safety representative shall be appointed to assist the shipowner and master in the prevention of accidents at work and occupational diseases, in drawing attention to deficiencies and attending at meetings of the Safety Committee. Such a committee shall be formed on vessels with five or more crew members to discuss at least quarterly on occupational health and safety issues. [cf. §§ 115, 116 SeeArbG]

Recording and reporting of accidents

All accidents must be recorded by the shipowner and reported to the responsible accident insurance institution in cases where a crew member is seriously injured, dies or becomes incapacitated or unable to work for more than three days. [see. § 6 (2) ArbSchG, § 193 SGB VII]

To check the effectiveness of the protective measures taken, all accidents at work are recorded and analyzed, in particular also in the context of the ISM Code. Any accident can result in a review of the risk assessment and change in the organization.

Special protection of young crew members

Young crew members receive special protection and are always instructed prior commencing work and when necessary (change of working conditions). The instructions must be repeated at regular intervals, but at least every six months. Before commencing work and if there is a significant change in working conditions, the captain must assess the work-related hazards of young crew members.

Reference should be made to the restrictions of work listed in No. 3.1 of this guideline.
[cf. § 117 (4) and (5) SeeArbG]

Noise and vibration protection

If crew members are exposed to noise or vibration, the workplace exposures should be identified and assessed. If compliance with the limiting values cannot be determined with certainty, the extent of exposure is determined by measurements. Protective measures are determined via the risk assessment.
[cf. § 3 LärmVibrationsArbSchV]



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Protection against hazardous substances

The shipowner tries to exclude hazards during activities involving hazardous substances. Where this is not possible for him, he reduces the hazards to a minimum. He conducts the risk assessment and determines the necessary protective measures. He then summarizes the result in an operating instruction used on board to instruct the crew members before their first use and regularly recurring.
[cf. §§ 7, 14 GefStoffV]

The protection against hazardous substances includes measures according to the GefStoffV such as:

- hazardous substances are identified and containments, pipelines and fittings are marked,
- safety data sheets are available for all substances,

- safe storage,
- limiting the number of workers exposed and the duration and level of exposure,
- hygiene measures (avoidance of contamination),
- limit the amount of hazardous substances present at the workplace to the minimum quantity necessary for the task,
- ventilation and compliance with occupational exposure limits at the workplace,
- instructions for hazardous conditions and accidents.

With his management organization, the shipowner sets standards for procurement and for the check of substitution (Substitution: preferred selection of a substance with the same effect at lower risk).

Protection against hazards when operating equipment (tools, devices, machines, systems)

Based on the risk assessment and the necessary information (manufacturers' instructions, technical rules and information), the shipowner provides safe working equipment & tools, procedures and related operating instructions. *[cf. § 3 BetrSichV]*

Through his organization, he regulates the intended use, care and maintenance, as well as criteria for decommissioning and commissioning of work equipment which may only be used if a risk assessment has been carried out, the measures are state-of-the-art and it has been determined that the use is safe. *[cf. § 3 BetrSichV]*

With his organization the shipowner regulates procurement criteria.

Obligations of the master and support duties of the crew members.

The duties of maintenance and safe operation of the ship and workstations, plants and appliances on board, as well as the organisation of work and work processes also apply to the master. *[cf. § 114 (1) SeeArbG]*

The crew members shall comply with the applicable occupational safety and health measures. *[cf. § 114 (2) SeeArbG]*

How to check the requirements on board



- Safety management system (SMS) of the company
- Accident prevention regulations – Basic principles of prevention (DGUV Reg.1) / Sea enterprises (DGUV Reg.84) and Handbook Sea of the BG Verkehr
- Risk assessment documentation
- Minutes of meeting of the ships' safety committee
- Documented evidence of familiarization
- Accident reports
- Postings of workplace hazards
- Work procedures / instructions
- PPE and related instructions for use
- PPE and storage, condition, intended use
- Register of hazardous substances and Material Safety Data Sheet (MSDS)



- Labeling of operating and working substances and
- Operating instructions for hazardous substances
- Appointment of Safety Warden, representatives, expert for occupational safety, company physician
- Transfer of obligations (delegation of duties) of the shipowner or master
- Special protective measures for hazardous work
- Conducting private interviews
- Measures DMLC Part II

- *Are the basic requirements of the occupational health and safety system implemented on board and are the crew members familiar with them?*
- Are accidents recorded, reported and verified?
- Is a documented risk assessment available, and does it reflect as minimum
 - the identification of hazards
 - identified protection measures
 - control of effectiveness
- Has a safety representative (Safety Warden) been appointed?
- Review of minutes of meeting of the ship's safety committee.
- Have technical and organisational protection measures been implemented? (e.g. fall protection, safety devices on machines or posted work instructions)
- Is appropriate PPE provided, used and stored correctly and inspected periodically and used as intended? Are operating instructions provided?
- Are the seafarers instructed in accident and health hazards periodically and especially before starting work and in case of significant changes of working conditions?
- Is there a register of hazardous substances with safety data sheets (MSDS) available in order to be able to obtain information in a preventive or emergency manner?
- Are there any operating instructions for hazardous substances and for equipment such as machines and plants?
- Do private interviews of crew members confirm that occupational health and safety protection is practiced on board?
- Are special protective measures described for hazardous work, e.g. working alone in the engine room or on deck?

3.16 Social security (Regulation 4.5)

Requirements

Statutory social security insurance

In addition to the entitlement to medical care and continuation of payment for the period of inability to work, crew members employed on German flagged ships are subject to different branches of the compulsory statutory social insurance when their legal domicile is situated in Germany.

Social insurance for non-German seafarers

On German flagged ships, which are registered in the International Register of Shipping, non-German seafarers are mostly exempted from the requirements of the statutory social insurance. The different requirements, applying to individual branches of the social insurance, are presented in the table below:

<u>Accident insurance:</u>	All crew members are insured against accidents by law. This does not apply to foreign crew members with an assignment certificate A1.
<u>Pension insurance:</u>	Basically all crew members are compulsorily insured in the pension insurance. Non-German crew members with a foreign residence may be exempted from the compulsory pension insurance upon application. Nationals of EC- and EEA-Member States, and eventually nationals of countries, with which a social security treaty exists, are excluded from exemption.
<u>Health and long-term care insurance:</u>	German crew members have to be covered by a public or private health insurance. A compulsory insurance does not apply to non-German crew members with a foreign residence and crew members, who are covered by a sickness insurance scheme of the EC. Different requirements apply to crew members, who are nationals of countries, with which a social security treaty exists.
<u>Unemployment insurance:</u>	German crew members and crew members who are nationals of an EC-member state are covered by the public unemployment insurance. A compulsory insurance does not apply to third country nationals with a foreign residence. Different requirements apply to crew members, who are nationals of countries with which a social security treaty exists.



Minimum branches of social security

Each crew member on ships flying the German flag is granted protection in at least the following areas of social security:

- benefits in case of accidents at work and occupational diseases (inclusive invalidity and surviving dependants' benefits),
- medical care,
- continuation of payment for the period of inability to work.

How to check the requirements on board



- Crew members' employment agreements
- Collective bargaining agreements
- Conducting private interviews

- Do employment agreements contain any information about social security, and is this information in compliance with the requirements?
- Do the employment agreements contain information to the minimum branches of social security to be provided?

3.17 On-board complaint procedures (Regulation 5.1.5)

Requirements

Right of complaint

Every crew member has the right to lodge a complaint against a breach of the Maritime Labour Act and the ordinances based on that law or against discrimination and victimization. The crew member has the right to complain to the following persons or authorities: [cf. § 127 SeeArbG]

1. the direct superior,
2. the master,
3. the shipowner,
4. the Dienststelle Schiffssicherheit,
5. German missions abroad,
6. other appropriate external authorities.



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3

Minimum one person shall be nominated on board the ship by the shipowner or master, which can provide, on a confidential basis, the crew member with impartial advice on his complaint and otherwise assist him in exercising his right of complaint.

The crew member has the right to be accompanied and to be represented by a confidant of his choice during the complaint proceedings.

The crew member and the confidants shall not face any disadvantage in consequence of filing a complaint.

The shipowner has to inform the crew member in addition to the delivery of the employment agreement in writing about the on-board complaint procedure applicable to the ship. This information (on-board complaint procedure) has to include, among others, the name(s) of the confidant(s), the address and phone number of the shipowner, the Dienststelle Schiffssicherheit and the competent body responsible for complaints in the country of domicile of the crew member.

The shipowner has to maintain the complaint procedure up to date. This may be made by posting it in a commonly accessible place.

Complaint procedures

The aim of the on-board complaint procedure is to settle complaints preferably on the lowest level.
[cf. § 128 SeeArbG]

At first, the complaint should be addressed to the direct superior of the crew member. If the superior does not resolve the matter within an appropriate time limit (usually within two weeks) he has to inform the master **on demand of the complainant**. The master has to decide on the complaint.

If it is a complaint about the behaviour of crew members, the master shall try to settle it amicably.

If the master is not able to resolve the complaint, he has to forward it to the shipowner **on demand of the complainant**.

The master has to record the complaint and his decision on this with a description of the facts in the ships' log book. A copy of the record shall be provided to the crew member.

Nevertheless, the crew member has the right to file his complaint at any time directly to any of the following bodies:

1. master,
2. shipowner,
3. Dienststelle Schiffssicherheit,
4. German missions abroad, and
5. any other appropriate external body.

The Dienststelle Schiffssicherheit has to ensure that complaints filed by seafarers are, at any time, received, investigated and, wherever possible, resolved.



A model of a complaint procedure can be found on www.deutsche-flagge.de in section Documents - Crew

How to check the requirements on board



- Copy of the on-board complaint procedure
- Ships' log book (if applicable)
- Conducting private interviews
- Measures according to DMLC Part I

- Were all crew members are provided with a copy of the on-board complaint procedure in an appropriate language?
- Does the complaint procedure on board comply with the requirements of the Maritime Labour Act?
- Is the confidant nominated by the master or the shipowner, who may provide impartial advice on the complaint, known to the crew members?
- Do interviews of some crew members indicate victimization caused by filing a complaint?

Annex

4. ANNEX

1. Model for a Crew Members' Employment Agreement
2. Overview of hours of work and rest
3. Trading area according to the published medical standard (excluding fishing vessels)
4. Trading area according to the published medical standard (fishing vessels only)

Annex 1

Model for a Crew Members' Employment Agreement

Model for a crew members' employment agreement for ships flying the German flag

Crew Members' Employment Agreement

Between

- 1. Name: ABC Reeder**
Address: Schiffsstraße 1, 20000 Hamburg

(hereinafter referred to as "the Shipowner")

and

- 2. Mr/Ms: Max Mustermann**
Date of birth:
Place of birth:
Address:

(hereinafter referred to as "the Crew Member")

The following Crew Member's Employment Agreement is hereby entered into:

- 3. The description of the duties the crew member has to perform, if applicable, any limitations of duties to particular ships or trade areas**

The Crew Member shall be employed as *[insert rank]* on ships flying the German flag *[Option: as well as under "Ausstrahlung" under foreign flag]*

- 4. The date of the commencement of the crew members' employment engagement, the place and date of the commencement of duties on board under specification of the ship**

The crew members' employment engagement shall commence on *[insert date]*, at the earliest, however, on the day of departure from the place of residence.

The (first) assignment is planned on the M/V *[insert name of ship]* on *[insert date]* in *[insert name of port]*. In consideration of reasonable discretion, the shipowner reserves his/her right to employ the crew member also on other ships of the ship owner.

The shipowner will inform the crew member in writing about changes of the date and place of commencing duties on board in due time.

- 5. In case of a fixed-term crew members' employment agreement, the intended period of the crew members' employment engagement**

The crew members' employment engagement shall end on *[insert date]* without requiring a notice of termination.

If the fixed-term agreement ends while the crew member is on board the ship at sea, the crew members' employment engagement shall continue beyond the expiry of the fixed-term agreement until arrival of the ship in a port where the repatriation of the crew member and his replacement by a substitute reliever is possible in a safe manner and with generally accessible means of transport.

Option:

The crew members' employment engagement may be terminated within the first three months by giving one weeks' notice. Furthermore, the notice periods of § 66 of the Seearbeitsgesetz (Maritime Labour Act) are applicable.

The crew members' employment engagement may be terminated

1. mutually for compelling reason according to §§ 67, 68 of the Maritime Labour Act; and
2. by the crew member due to urgent family matters according to § 69 of the Maritime Labour Act

without observing a notice period.

The notice of termination shall be in written form.

6. The composition and the amount of the wages including the surcharges, bonuses, awards and special payments or the formula used for calculating the wages, as well as the due date of the wages

The payment and the due date of wages shall comply with the statutory provisions of §§ 37 to 41 of the Maritime Labour Act.

[The amount and composition of the wages shall be indicated if no reference is made to a collective bargaining agreement]

7. The agreed hours of work and hours of rest

The statutory provisions of §§ 42 to 55 of the Maritime Labour Act shall apply to hours of work and hours of rest.

8. The duration of paid annual leave

The crew member shall be entitled to paid annual leave under the statutory provisions of §§ 56 to 64 of the Maritime Labour Act.

9. In case of an unlimited crew members' employment agreement or if the termination of a fixed-term crew members' employment engagement is agreed: the conditions, notice periods and dates for termination

Possible addendum for existing agreements:

With this crew members' employment agreement, the existing crew members' employment engagement which has existed since [insert date] shall continue with the same rights and obligations. The renewal of the crew members' employment agreement was necessary, as the existing crew members' employment agreement of [insert date] did not meet the minimum requirements of the Maritime Labour Convention. The Contracting Parties agree that no new crew members' employment engagement was established due to the adoption of this new agreement, but the existing crew members' employment engagement shall continue unchanged.

The seafarers' employment agreement is concluded for an indefinite period.

The crew members' employment engagement may be terminated within the first three months by giving one weeks' notice. Furthermore, the notice periods of § 66 of the Maritime Labour Act are applicable.

The crew members' employment engagement may be terminated

1. mutually for compelling reason according to §§ 67, 68 of the Maritime Labour Act; and
 2. by the crew member due to urgent family matters according to § 69 of the Maritime Labour Act
- without observing a notice period.

The notice of termination shall be in written form.

10. The crew members' entitlement to repatriation

The crew member shall be entitled to free repatriation under the statutory provisions of §§ 73 to 78 of the Maritime Labour Act.

11. Reference to collective bargaining agreements, company- or shipboard agreements, which are applicable to the crew members' employment engagement,

Option:

The collective provisions of the collective agreement and wage agreement for the German maritime shipping (MTV-See and HTV-See), as amended, shall be applicable to the crew members' employment engagement.

12. The health and social security protection benefits to be provided to the crew member by the shipowner or another employer

The benefits of medical care and continued payment in case of sickness depend on the statutory provisions of §§ 99 to 113 of the Maritime Labour Act.

The social security benefits shall comply with the Social Security Code (SGB).

13. The place and date of conclusion of the crew members' employment agreement

(Place), (Date)

14. Signature of the shipowner or of his representative

15. Signature of the crew member

[see remarks on the next page]

Comments on the model of the crew members' employment agreement:

1. This model provides a non-binding proposal for a crew members' employment agreement on ships flying the German flag. The model takes into account the requirements of the international Maritime Labour Convention and the German Maritime Labour Act.
2. The agreement is structured in such a way that it enables flag state and port state inspectors, in particular, to easily verify compliance with the requirements.
3. The model includes only the core requirements of the Maritime Labour Convention and the Maritime Labour Act. The agreement may be supplemented by other elements of content.
4. To investigate deeper into the topic, we recommend our "Guidelines on the implementation of the Maritime Labour Convention on board of German flagged ships".
5. For the permissible case that the crew members' employment agreement is not concluded directly with the shipowner, but with **another employer**, we recommend the following representation of the parties involved:

Crew Members' employment agreement

1. Contracting parties of the crew members' employment agreement

ABC Crewing GmbH
Seestraße 1, 2000 Hamburg
(hereinafter referred to as "the Employer")

and

Mr/Ms: Max Mustermann
Date of birth:
Place of birth:
Address:
(hereinafter referred to as "the Crew Member")

2. Shipowner

ABC Reeder
Schiffsstraße 1, 20000 Hamburg
(hereinafter referred to as "the Shipowner")

The following crew members' employment agreement is concluded between the contracting parties:

[continue with the shipowner as in the model employment agreement]

Annex 2

Overview of hours of work and rest

Verification of the hours of work and rest in accordance with the Maritime Labour Act

(Rev. 2017-07-25)

I. Maximum hours of work and minimum hours of rest

Legal requirements:¹

The maximum hours of work shall not exceed:	14 hours	in any period	24 hours
	72 hours		seven days

The minimum hours of rest shall not be less than:	10 hours	in any period	24 hours
	77 hours		seven days

Note: It is mandatory to check the records of hours of work & rest of the crew members in the context of maritime labour inspections on board ships subject to certification and on board ships without certification. The following principles apply to the check of hours of work & rest for the 24-hour period and 7-day period:

1. Check whether the crew members carry out their work rested.
2. Therefore working and rest periods are generally considered from a working period.
3. The 24-hour period is not necessarily linked to the duration of a calendar day.
4. The review is always based on the beginning or end of an hour of work, each backwards for a period of 24 hours.
5. For the review of the 7-day-period the calendar day from 00.00 to 24.00 shall be taken into consideration.

Note: The columns of the rest hour sheets labelled "*Not to be completed by the crew member*" can be used by the shipping company for further calculations and verifications in order to ensure compliance with the requirements for the hours of work and rest.

II. Daily minimum hours of rest

Basic requirements:² The minimum rest period of 10 hours may only be divided into two periods, one of which has a minimum duration of six hours and the other has a minimum duration of one hour. The period between two consecutive rest periods shall not exceed 14 hours.

Note: Any rest period that exceeds ten hours can be divided into further periods. However, it is important that the minimum rest period of ten hours is divided into no more than two periods (e.g. 7 + 3 + 2 / OK).

III. Examples on how to calculate the minimum periods of hours of rest

10 hours			
6 hours	4 hours	~	OK
9 hours	1 hour	~	OK
8 hours	1 hour	3 hours	OK
6 hours	3 hours	1 hour	Failure – more than 2 periods
7 hours	2 hours	2 hours	Failure – more than 2 periods
5 hours	5 hours	~	Failure – no consecutive 6 hours period
9,5 hours	0,5 hours	~	Failure – 2 nd period is less than 1 hour

¹ Deviations are possible, see MLC Guideline

² Deviations are possible, see MLC Guideline

**IV. Examples of how to calculate the maximum hours of work and minimum hours of rest
(working hours marked by "X")**

A. 24-hours-period: day 2 / 16.00 hrs backwards to day 1 / 16.00 hrs

day / hour	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
1					X	X	X	X		X	X						X	X	X	X				
2					X	X	X	X		X	X						X	X	X	X				

Result: Hours of work (10 hrs) **OK**
 Hours of rest (14 hrs) **OK**
 Period of rest (5, 1 & 8 hrs) **OK**

B. 24-hours-period: day 2 / 20.00 hrs backwards to day 1 / 20.00 hrs

day / hour	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
1									X	X	X	X		X	X	X	X						X	X
2	X	X	X	X					X	X	X	X		X	X	X	X	X	X	X				

Result: Hours of work (17 hrs) **Failure**
 Hours of rest (07 hrs) **Failure**
 Period of rest (1, 4 & 2 hrs) **Failure** (no consecutive 6 hrs of rest / divided into more than 2 hrs).

C. 24-hours-period: day 1 / 24.00 hrs backwards to day 1 / 00.00 hrs

day / hour	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
1	X	X	X	X	X	X	X						X	X	X	X					X	X	X	X
2	X	X	X	X									X	X	X	X								

Result: Hours of work (15 hrs) **Failure**
 Hours of rest (09 hrs) **Failure**
 Periods of rest (4 & 5 hrs) **Failure** (no consecutive 6 hrs of rest / 2nd period of rest insufficient)

D. 7-Tday-period: day 1 / 00.00 hrs to day 7 / 24.00 hrs

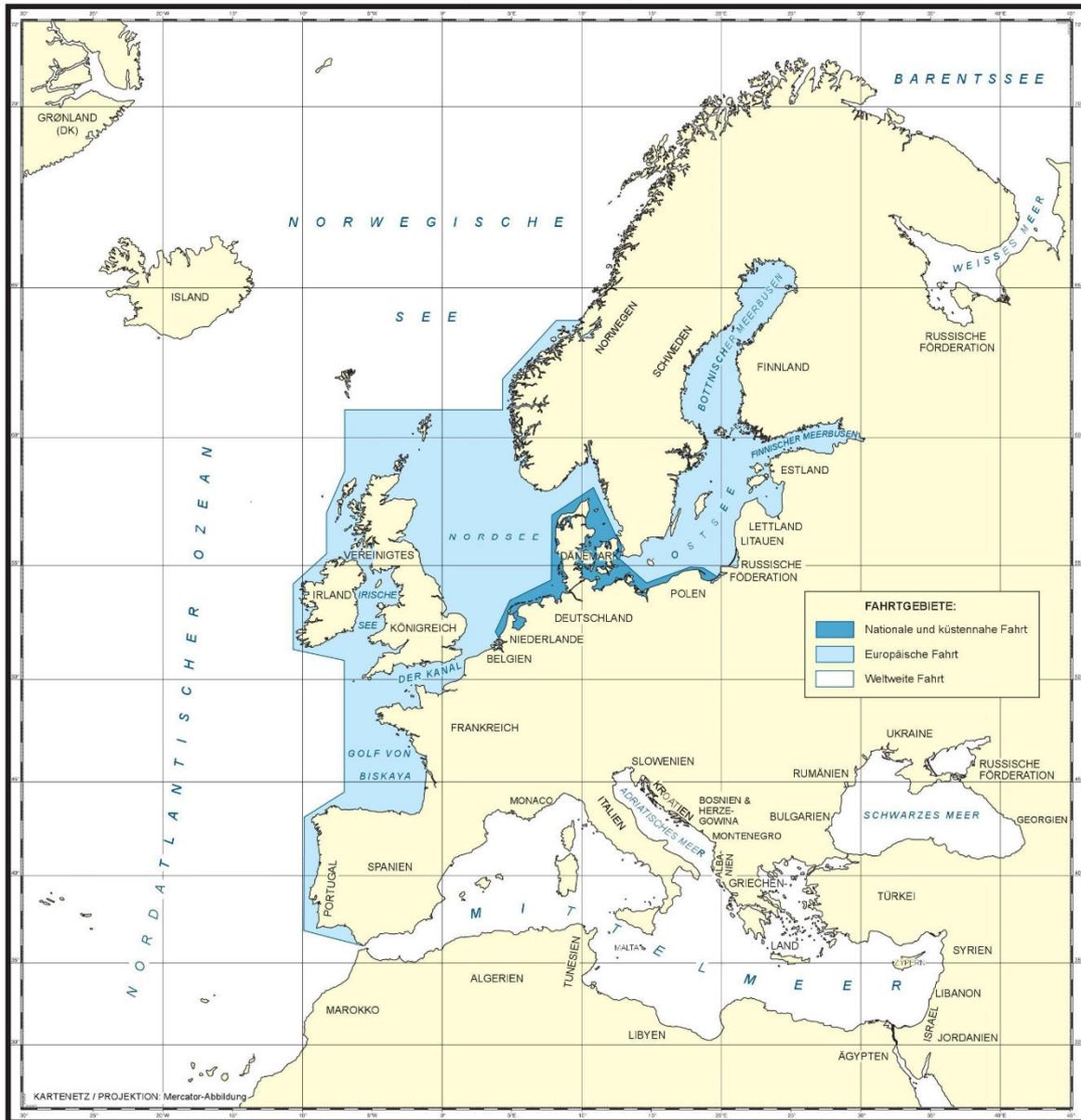
day / hour	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
1									X	X	X	X		X	X	X	X						X	X
2	X	X							X	X	X	X		X	X	X	X	X						
3									X	X	X	X		X	X	X	X							
4									X	X	X	X		X	X	X	X	X						
5									X	X	X	X		X	X	X	X							
6	X	X							X	X	X	X		X	X	X	X						X	X
7									X	X	X	X		X	X	X	X							

Result: Hours of work (66 hrs) **OK**
 Hours of rest (102 hrs) **OK**

Annex 3

**Trading area according to the published medical standard
(excluding fishing vessels)**

FAHRTGEBIETE NACH STAND DER MEDIZINISCHEN ERKENNTNISSE
(OHNE FISCHEREI)



Annex 4

**Trading area according to the published medical standard
(fishing vessels only)**

FAHRTGEBIETE NACH STAND DER MEDIZINISCHEN ERKENNTNISSE
(NUR FÜR FISCHEREIFAHRZEUGE)

